

# Justice Services Online

## Terms of Use

By accessing Justice Services Online (“JSO”) you are agreeing to these Terms of Use. Each time you use JSO you indicate your acknowledgment and acceptance of the terms and conditions below, which may be revised periodically without prior notice. These Terms of Use affect your legal rights and obligations. If you do not accept these Terms of Use, do not access or use the JSO.

The JSO website contains portals providing access to particular services (“Portals”). Each Portal has separate Terms of Use. By accessing a Portal, you are agreeing to that Portal’s Terms of Use in addition to the JSO Terms of Use. Where the JSO Terms of Use are different from the Terms of Use of a particular Portal or linked service, the Portal or service Terms of Use will apply to the extent of the difference.

[Click [here](#) for the Civil Claims Online Portal Terms of Use.]

[Click [here](#) for the Family Claims Online Portal Terms of Use.]

[Click [here](#) for the Civil Submissions Online Portal Terms of Use.]

[Click [here](#) for the Family Submissions Online Portal Terms of Use.]

[Click [here](#) for the Court Case Search Portal Terms of Use.]

[Click [here](#) for the Small Claims Court Submissions Online Portal Terms of Use.]

## Who we are

When we say "we", "us" or "our", we mean Her Majesty the Queen in Right of Ontario (more commonly known as the Government of Ontario), as represented by the Ministry of the Attorney General.

## Acceptable use of JSO and the Portals

When accessing or using JSO and the Portals, you must not:

- a. use JSO or the Portals in violation of any law, rule or regulation;
- b. interfere with or disrupt JSO or the Portals or interfere with any of our computer systems, servers, networks, databases, software, hardware or equipment used by or for JSO and/or the linked JSO websites or platforms;
- c. interfere with the use or enjoyment by others of JSO and/or the Portals;
- d. introduce code which is disruptive or harmful to JSO or to the Portals;
- e. attempt to gain unauthorized access to our computer systems, servers, networks, databases, software, hardware or equipment, including to: user-restricted areas of JSO and/or its Portals or platforms; logins and passwords of others; or personal information and personal accounts of others.

## Privacy

Your privacy is important to us. If you provide any personal information to us through JSO or the Portals we will handle it according to the [Privacy Statement](#) posted on Ontario.ca unless stated otherwise. Please review the Privacy Statement to learn about the type of information collected, how we use cookies and how we use web analytics, security.

When you visit JSO and/or its Portals, we will not collect your personal information unless you choose to use and receive online services that require it. If you choose not to use JSO or the Portals to provide personal information you can contact the court office by telephone, fax, mail or in person. (Not all options may be available in every situation.) Consult the list of [Court Addresses](#) for contact information.

By supplying your email address in JSO and/or its Portals you are agreeing to allow us to contact you for purposes which include the following: delivering documents requested through the Portal (for example, a copy of a court issued claim etc.), delivering receipts, notifying you of changes to your access to JSO and/or its Portals, providing information about JSO and its Portals which you have used and any other uses specified in the Terms of Use of a particular Portal.

By using JSO and/or the Portals you are agreeing to allow us to provide you with information about your online history of submissions through our Portals, information about your online payment history and/or access to your partially completed submissions and documents.

## Your Use of JSO and its Portals is Voluntary

The use of JSO and/or the Portals is **voluntary**. You may choose not to use JSO and/or the Portals, to stop using JSO and/or the Portals, or to deactivate your JSO account at any time.

## Account, Password and Security

If you choose to create a JSO account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration form. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be responsible or liable for any loss that you may incur as a result of someone else using your account or password, either with or without your knowledge.

## Our Provision of JSO and the Portals

Provision by the Ministry of the Attorney General of JSO and the Portals, including any specific functions, is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, either temporarily or permanently, without telling you beforehand.

The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing JSO and the Portals or any part thereof. In the event of any termination, you will no longer be authorized to access JSO, the Portals, or the part of JSO and the Portals affected by such termination. The restrictions imposed on you with respect to material downloaded from JSO and the Portals and the disclaimers and limitations of liabilities set forth in these Terms of Use and the Portals Terms of Use shall survive any discontinuance or termination of JSO and the Portals or the Terms of Use.

### **Access Restriction**

Your access to JSO and/or your access to any of the Portals may be suspended or terminated at any time, without notice to you, to protect the security of JSO and/or its Portals or to prevent damage, misuse or fraud or for any other reason we determine, in our sole discretion, to be appropriate.

### **Limitations and Indemnity**

You assume the full risk in respect of any use of JSO and the Portals. Because computer systems and their operations are inherently complex and because information retrieved from any database may not be completely free of errors and/or may be subject to change or modification either deliberately or inadvertently, the Ministry of the Attorney General assumes no responsibility or liability to any person using JSO or the Portals or information generated from JSO or the Portals and in particular:

- a. Under no circumstances will the Ministry of the Attorney General, its servants, agents, contractors or employees, be liable for direct, indirect, general, special, or consequential damages arising out of the use of, reliance on, or inability to use, JSO or the Portals, including but not limited to damages for personal injury, lost profits, lost savings, lost opportunity or any other incidental damages.
- b. The data and information contained on JSO and the Portal are provided “as is” without representations or warranty of any kind, either express or implied. The Ministry of the Attorney General does not warrant the accuracy or completeness of the data, nor that JSO and the Portals will function without error, failure or interruptions. The Ministry of the Attorney General does not make any warranties or representation with respect to the information available or contained in JSO or its Portals, or as to its performance, quality, merchantability, or fitness for a particular purpose.
- c. The Ministry of the Attorney General and its servants, agents, contractors, and employees will not be liable for any loss or damage caused by any alteration of the format or content of a printed copy of the information or an onscreen display of information retrieved from JSO and the Portals, the quality of any print display, the information contained in any screen dump, any system failure, hardware malfunction, manipulation of data, inadequate or faulty transaction, or delay or failure

to provide services to you or using any information provided by you through JSO or its Portals.

- d. You will indemnify and save harmless the Ministry of the Attorney General and its servants, agents, contractors, and employees against any and all losses, claims, damages, actions, causes of action, costs and expenses that any person may sustain, incur, suffer, or be put to by reason of an act or omission of the Ministry of the Attorney General or of any of its servants, agents, contractors, or employees, or by reason of the operation or failure of the operation of JSO and/or its Portals, the computer system operating JSO and/or its Portals or your computer hardware, software, or equipment or your improper use of the JSO and/or its Portals.

The obligations contained in this section of the Terms of Use will continue for an unlimited time, including after you stop using JSO and/or the Portals and including if we terminate JSO and/or the Portals.

## **Copyright**

Unless we tell you otherwise, the content on JSO and the Portals is protected by Crown copyright. Crown copyright is held by the Queen's Printer for Ontario. Your ability to use and reproduce content owned by the Queen's Printer of Ontario is set out on the [Copyright Information](#) page.

## **Trademark**

The official symbols for the Ministry of the Attorney General and the Government of Ontario may not be reproduced, whether for commercial or non-commercial purposes, without our prior authorization which you must receive in writing from us.

## **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without prior notice. Please regularly check JSO and the Portals for any changes. If you continue to use JSO and the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated herein by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

## **Created**

January 10, 2018

# Civil Claims Online Portal

## Terms of Use

By accessing and using the Civil Claims Online Portal (“Portal”), you agree to be bound by the Terms of Use for Justice Services Online (“JSO”) and the Terms of Use for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgment and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate the filing of documents with the Ontario Superior Court of Justice (the “Court”) in a civil court proceeding.

## Your use of the Portal

The Portal may only be used for the purpose of filing documents with the court in a civil proceeding as permitted by the Ontario [Rules of Civil Procedure](#) or by a Practice Direction issued by the Court. **Any other use of the Portal is expressly prohibited. Persons found misusing this privilege will lose access to the Portal and may be subject to legal action, including prosecution.**

By submitting documents and information through the Portal, you are asking the court to accept documents for filing with the Court in a civil proceeding, following the payment of the required court filing fee. The filing of documents through the Portal is restricted to those documents which are authorized to be filed through the Portal as set out in the Ontario [Rules of Civil Procedure](#) and/or by a Practice Direction issued by the Court. Any unauthorized documents submitted through the Portal will not be accepted for filing with the court.

## Your documents will be available to the public

You accept that when **you submit documents through the Portal and the documents are accepted by the Court for filing, the documents will be accessible to the public through the court file** to the extent permitted by section 137 of the *Courts of Justice Act* unless legislation or a court order restricts access.

## Your responsibility for content

By submitting documents and other information through the Portal for the purpose of filing documents with the court, you accept responsibility for all content of the documents and the information provided.

You must determine which documents are required to be submitted to the court. You are responsible for ensuring that document(s) submitted are the correct document(s) and are authorized to be submitted pursuant to the [Rules of Civil Procedure](#). If you submit an incorrect document, which is then accepted for filing and/or issuance, you will not receive a refund of any court fee that was paid.

You accept that once a document is filed with the court through the Portal it cannot be removed from the court record without the permission of a judge.

### **Your use of information**

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with specific legal advice and should not be relied upon in that regard.

### **Your use of the Portal is voluntary**

The use of the Portal is not required to file the documents with the court in a civil proceeding. As a result, your use of the Portal is **voluntary**. You may choose not to use the Portal, to stop using the Portal, or to deactivate your JSO account at any time. If you decide not to use or to stop using the Portal, or if your access to the Portal is suspended or discontinued for any reason, you may file a document with the court by attending at the courthouse in person or by mailing your document to the court where the court rules permit. Consult the list of [Court Addresses](#) for contact information.

### **Our provision of the Portal**

The Ministry of the Attorney General's provision of the Portal and any specific functions is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof. In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you with respect to material downloaded from the Portal and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

### **Links to other websites**

You may see links in the Portal to other websites. We have included these links because they may be of interest to you or are required to effect a filing fee payment. Providing a link

to websites that are controlled and maintained by other people means that we cannot be sure that the link will still work when you click on it or that the service or content is useful, appropriate, virus-free or reliable. Therefore, you need to decide whether you want to follow any link or agree to receive or rely on any service or content that is made available to you.

Any information that you provide to or through a platform or other website that is not collected or controlled by the Ministry of the Attorney General is not bound by the Privacy Statement. You should review the privacy policies of any linked website or platform before providing any personal or other information.

## **Fee payment**

By submitting content to the Portal you agree to pay all prescribed fees, such as required court filing fees, whether you are incurring such fees on your own account or on behalf of a client. The Ministry of the Attorney General does not view, record, or keep your credit card or debit card information.

You are responsible for ensuring that you are submitting the proper documents to the court for filing and/or issuance. You will not be eligible for a refund of the court filing fee where you determine, after the submission of a document through the Portal, that:

- the document should not have been submitted through the Portal; or
- you no longer want to proceed with your case.

If you do not notify us in writing of errors or objections to any filing fees incurred through the use of the Portals within 60 business days of the transaction date, the account balance and any charges made against it shall be conclusively deemed to have been accepted as correct by you and no claim for credit, adjustment or set-off will be advanced.

## **Limitations and Indemnity**

The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

## **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and/or with any Practice Directions, Notices and orders issued by the Court that set out the requirements for filing a document with the court including but not limited to the following:

Ontario [Rules of Civil Procedure](#)

Ontario [civil court forms](#)

[Superior Court of Justice Practice Directions](#)  
[Superior Court of Justice and Court of Appeal – Fees \(O.Reg 293/92\)](#)

- b. Follow all requirements relating to the use of the Portal which are established by the [Rules of Civil Procedure](#).
- c. Determine the court filing deadlines and ensure that all court documents are transmitted through the Portal to the court in a timely fashion. Filing an electronic document through the Portal does not extend any filing deadline or affect the application of any rule of the court or of court practice. The Ministry of the Attorney General will not be responsible for your failure to meet any timelines prescribed by the court rules, court order and/or legislation (for filing, serving or delivering court documents) for any reason including inaccessibility of the Portal or a failure of the Portal systems.
- d. Ensure that your computer system can accept emails and documents delivered to you through the Portal (for example, by adjusting your spam filter to ensure that you receive all electronic notices and documents from the Portal such as a copy of a court issued claim).
- e. Ensure that your JSO account includes your current contact information throughout the duration of your account.
- f. Track the processing and acceptance or rejection of the filing of a document transmitted to the court through the Portal. You will monitor your email for notices from the court, including confirming receipt of a notice that a document was issued by the court, ensure that you receive an on-screen confirmation notification after you submit a document through the Portal and contact the Court if you experience an error or system failure that you cannot resolve.
- g. Determine which documents you must or should consider filing with the court. You will not use the Portal to file documents which are not authorized by the [Rules of Civil Procedure](#) and/or by a Practice Direction of the Court to be submitted through the Portal.
- h. Determine whether any personal identifiers in the documents and attachments should be redacted (such as birth dates, financial account information, social insurance numbers, etc.). **Remember that court records, including electronic court records, can be accessed by the public** to the extent permitted by section 137 of the *Courts of Justice Act*.
- i. Pay the court fee required to file your documents. Following the successful online payment and upload of a document through the Portal, a confirmation of the transaction will display as the last screen. You should print a copy of this screen for your records. You will not be eligible for a refund of the court filing fee where it is



determined, after the online submission of a document through the Portal, that the document should not have been submitted through the Portal for filing.

- j. Ensure that the information entered into the field in the Portal (party name, court location, etc.) matches the information contained in the document submitted to the Court for filing or issuance through the Portal.
- k. Verify that the correct documents are uploaded before you submit the document for filing or issuance through the Portal. Documents which are uploaded but are not submitted because the filing fee payment transaction was not successful, will **not** be transmitted to the Court.
- l. Resolve any questions that you may have about the Portal in advance of the applicable deadline for filing the document. If you have any question that is not addressed in the information available online, you may contact the Ministry of the Attorney General, Court Services Division Contact Centre for Online Services during business hours.

### **Your software backup**

While every effort is made to ensure that all software provided through the Portal is suitable for use on a wide variety of computer systems, you must take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system.

### **Privacy**

The handling of personal information by the Ministry of the Attorney General is governed by the [Freedom of Information and Protection of Privacy Act](#) (FIPPA) subject to the limits and exceptions outlined in FIPPA and by case law. Access to information that is held by the Ministry of the Attorney General is subject to the limits and exceptions outlined in FIPPA.

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P-994, Order P-1283*).

The information collected through the Portal is collected for the purpose of facilitating the filing of documents with the Court in a civil proceeding. The information and documents which you submit through the Portal are transmitted for the purpose of filing the documents with the Court. The Portal is **not** the Court. Draft submissions which are saved on the Portal will not be transmitted to the Court and will not form part of the Court record.

Your email address may be used to contact you for the purpose of:

- 1. Delivering court documents to you;
- 2. Delivering receipts of your transactions;

3. Notifying you of any issues or updates relating to your submission or transaction through the Portal or JSO account;
4. Notifying you of changes in access to your JSO account or the Portal; and/or
5. Notifying you of changes to JSO or Portal services.

### **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding the Privacy Statement and your privacy rights may be directed to:

Ministry of the Attorney General  
Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
1-800-980-4962  
TTY 416-368-4202 or Toll Free number 1-833-820-0714  
[civilclaimsonline@ontario.ca](mailto:civilclaimsonline@ontario.ca)

### **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portals for any changes. If you continue to use JSO and/or the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

### **Amended**

December 5, 2021

# Family Claims Online Portal

## Terms of Use

By accessing and using the Family Claims Online Portal (“Portal”), you agree to be bound by the Terms of Use for Justice Services Online (“JSO”) and the Terms of Use for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgment and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate the filing of documents with the Ontario Superior Court of Justice (“the court”) in a joint divorce proceeding or simple divorce proceeding.

## Your use of Portal

The Portal may only be used for the purpose of filing documents with the court in a family proceeding as permitted by the Ontario [Family Law Rules](#) and/or by a Practice Direction issued by the Court. **Any other use of the Portal is expressly prohibited. Persons found misusing this privilege will lose access to the Portal and may be subject to legal action, including prosecution.**

By submitting documents and information through the Portal, you are asking the court to accept documents for filing with the court in a family proceeding, following the payment of the required court filing fee. The filing of documents through the Portal is restricted to those documents which are authorized to be filed through the Portal as set out in the Ontario [Family Law Rules](#) and/or by a Practice Direction issued by the Court. Any unauthorized documents submitted through the Portal will not be accepted for filing with the court.

## Your documents will be available to the public

You accept that when **you submit documents through the Portal and the documents are accepted by the court for filing, the documents will be accessible to the public through the court file** to the extent permitted by section 137 of the *Courts of Justice Act* unless legislation or a court order restricts access.

## Your responsibility for content

By submitting documents and other information through the Portal for the purpose of filing the documents with the court, you accept responsibility for all content of the documents and the information provided.

You must determine which documents are required to be submitted to the court. You are responsible for ensuring that the document(s) submitted are the correct document(s) and are authorized to be submitted pursuant to the [Family Law Rules](#) or a Practice Direction. If you submit an incorrect document, which is then accepted for filing, you will not receive a refund of any court fee that was paid.

You accept that once a document is filed with the court through the Portal it cannot be removed from the court record without the permission of a judge.

### **Your use of information**

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with specific legal advice and should not be relied upon in that regard.

### **Your use of the Portal is voluntary**

The use of the Portal is not required to file the documents with the court in a family proceeding. As a result, your use of the Portal is **voluntary**. You may choose not to use the Portal, to stop using the Portal, or to deactivate your JSO account at any time. If you decide not to use or to stop using the Portal, or if your access to the Portal is suspended or discontinued for any reason, you may file a document with the court by attending at the courthouse in person or by mailing or emailing your document to the court where the court rules permit. Consult the list of [Court Addresses](#) for contact information.

### **Our provision of the Portal**

The Ministry of the Attorney General's provision of the Portal and any specific functions is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof. In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you with respect to material downloaded from the Portal and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

### **Links to other websites**

You may see links in the Portal to other websites. We have included these links because they may be of interest to you or are required to effect a filing fee payment. Providing a link to websites that are controlled and maintained by other people means that we cannot be sure that the link will still work when you click on it or that the service or content is useful,

appropriate, virus-free or reliable. Therefore, you need to decide whether you want to follow any link or agree to receive or rely on any service or content that is made available to you.

Any information that you provide to or through a platform or other website that is not collected or controlled by the Ministry of the Attorney General is not bound by the Privacy Statement. You should review the privacy policies of any linked website or platform before providing any personal or other information.

## **Fee payment**

By submitting content to the Portal you agree to pay all prescribed fees, such as required court filing fees, whether you are incurring such fees on your own account or on behalf of a client. The Ministry of the Attorney General does not view, record, or keep your credit card or debit card information.

You are responsible for ensuring that you are submitting the proper documents to the court for filing and/or issuance. You will not be eligible for a refund of the court filing fee where you determine, after the submission of a document through the Portal, that:

- the document should not have been submitted through the Portal; or
- you no longer want to proceed with your case.

If you do not notify us in writing of errors or objections to any filing fees incurred through the use of the Portals within 60 business days of the transaction date, the account balance and any charges made against it shall be conclusively deemed to have been accepted as correct by you and no claim for credit, adjustment or set-off will be advanced.

## **Limitations and Indemnity**

The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

## **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and court orders that set out the requirements for filing a document with the court including but not limited to the following:

Ontario [Family Law Rules](#)

Ontario [family court forms](#)

[Superior Court of Justice Practice Directions](#)

[Superior Court of Justice and Court of Appeal – Fees \(O. Reg. 293/92\)](#)

[Superior Court of Justice – Family Court – Fees \(O. Reg. 417/95\)](#)

- b. Follow all requirements relating to the use of the Portal, which are established by the Ontario [Family Law Rules](#).
- c. Determine the court filing deadlines and ensure that all court documents are transmitted through the Portal to the court in a timely fashion. Filing an electronic document through the Portal does not extend any filing deadline or affect the application of any rule of the court or of court practice. The Ministry of the Attorney General will not be responsible for your failure to meet any timelines prescribed by the court rules, court order and/or legislation (for filing, serving or delivering court documents) for any reason including inaccessibility of the Portal or a failure of the Portal systems.
- d. Ensure that your computer system can accept emails and documents delivered to you through the Portal (for example, by adjusting your spam filter to ensure that you receive all electronic notices and documents from the Portal such as a copy of a court issued application).
- e. Ensure that your JSO account includes your current contact information throughout the duration of your account.
- f. Track the processing and acceptance or rejection of the filing of a document transmitted to the court through the Portal. You will monitor your email for notices from the court, including confirming receipt of a notice that a document was issued by the court, ensure that you receive an on-screen confirmation notification after you submit a document through the Portal and contact the court if you experience an error or system failure that you cannot resolve.
- g. Determine which documents you must or should consider filing with the court. You will not use the Portal to file documents which are not authorized by the [Family Law Rules](#) or a Court Practice Direction to be submitted through the Portal.
- h. Determine whether any personal identifiers in the documents and attachments should be redacted (such as birth dates, addresses, financial account information, social insurance numbers, etc.). **Remember that court records, including electronic court records, can be accessed by the public** to the extent permitted by section 137 of the *Courts of Justice Act*.
- i. Pay the court fee required to file your documents. Following the successful online transaction to support payment and uploading of a document through the Portal, a confirmation of the transaction will display as the last screen. You are responsible for printing a copy of this screen for your records.
- j. Ensure that the information entered into the field in the Portal (party name, court location, etc.) matches the information contained in the document submitted to the court for filing or issuance through the Portal.

- k. Verify that the correct documents are uploaded before you submit the document for filing or issuance through the Portal. Documents which are uploaded but are not submitted because the filing fee payment transaction was not successful will **not** be transmitted to the court.
- l. Resolve any questions that you may have about the Portal in advance of the applicable deadline for filing the document. If you have any question that is not addressed in the information available online, you may contact the Ministry of the Attorney General, Court Services Division's Contact Centre for Online Services during business hours.

### **Your software backup**

While every effort is made to ensure that all software provided through the Portal is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system.

### **Privacy**

The handling of personal information by the Ministry of the Attorney General is governed by the [Freedom of Information and Protection of Privacy Act](#) (FIPPA) subject to the limits and exceptions outlined in FIPPA and by case law. Access to information that is held by the Ministry of the Attorney General is subject to the limits and exceptions outlined in FIPPA.

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P-994, Order P-1283*).

The information collected through the Portal is collected for the purpose of facilitating the filing of documents with the court in a family proceeding. The information and documents which you submit through the Portal are transmitted for the purpose of filing the documents with the court. The Portal is **not** the court. Draft submissions which are saved on the Portal will not be transmitted to the court and will not form part of the court record.

Your email address may be used to contact you for the purpose of:

1. Delivering court documents to you;
2. Delivering receipts of your transactions;
3. Notifying you of any issues or updates relating to your submission or transaction through the Portal or JSO account;
4. Notifying you of changes in access to your JSO account or the Portal; and/or
5. Notifying you of changes to JSO or Portal services.

## **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding the Privacy Statement and your privacy rights may be directed to:

Ministry of the Attorney General  
Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
1-800-980-4962  
TTY 416-368-4202 or Toll Free number 1-833-820-0714  
[familyclaimsonline@ontario.ca](mailto:familyclaimsonline@ontario.ca)

## **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portals for any changes. If you continue to use JSO and/or the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

**Created:** January 10, 2018

**Last Updated:** December 5, 2021



# Civil Submissions Online Portal

## Terms of Use

By accessing and using the Civil Submissions Online Portal ("Portal"), you agree to be bound by the Terms of Use for Justice Services Online ("JSO") and the Terms of Use for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgment and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate requests to file and/or issue documents with the Ontario Superior Court of Justice (the "Court") in a civil court proceeding.

## Your use of the Portal

The Portal may only be used for the purpose of submitting documents to request filing and/or issuance with the court in a civil proceeding as permitted by the Ontario [Rules of Civil Procedure](#) and/or by a Practice Direction issued by the Court. The Portal may also be used to submit brief explanatory information about the documents being submitted for potential filing and/or issuance. These explanations support the documents being submitted for filing and/or issuance, but will not be saved or form a part of the court record. **Any other use of the Portal is expressly prohibited. Persons found misusing this privilege will lose access to the Portal and may be subject to legal action, including prosecution.**

By submitting documents and information through the Portal, you are asking the court to accept documents for filing with the Court in a civil court proceeding, following the payment of any required court filing fee. The submission of documents through the Portal is restricted to those documents which are authorized to be filed through the Portal as set out in the Ontario [Rules of Civil Procedure](#) and/or by a Practice Direction issued by the Court, and to submit explanatory information about the documents being potentially filed and/or issued. Any unauthorized documents submitted through the Portal will not be accepted for filing with the court.

By using the Portal, you acknowledge that you understand that:

- a. the documents that you submitted are not considered to be filed or issued unless you receive an email from the Registrar stating that the documents are filed and/or issued;

- b. if the documents are accepted by the Registrar, the date that the documents are considered filed or issued is the date indicated for the documents in the email from the Registrar;
- c. the email from the Registrar will be received within five business days of your submission; and
- d. you should not use the Portal if you need to file or issue your documents for a court hearing that is five business days or less away or you need to meet a timeline for a step in the proceeding established by legislation, court rules, court practice or a court order that is five business days or less away.

### **Your documents will be available to the public**

You accept that when **you submit documents through the Portal and the documents are accepted by the court for filing and/or issuance, the documents will be accessible to the public through the court file** to the extent permitted by section 137 of the *Courts of Justice Act* unless legislation or a court order restricts access.

### **Your responsibility for content**

By submitting documents and other information through the Portal for the purpose of requesting a filing and/or issuance of documents with the court or issuance of documents by the court, you accept responsibility for all content of the documents and the information provided.

You must determine which documents are required to be submitted to the court. You are responsible for ensuring that document(s) submitted are the correct document(s) and are authorized to be submitted pursuant to the [Rules of Civil Procedure](#) or by a Practice Direction issued by the Court. If you submit an incorrect document, which is then accepted for filing and/or issuance, you will not receive a refund of any court fee that was paid.

You accept that once a document is filed with the court through the Portal it cannot be removed from the court record without the permission of a judge.

### **Your use of information**

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with specific legal advice and should not be relied upon in that regard.

### **Your use of the Portal is voluntary**

The use of the Portal is not required to file documents with the court in a civil proceeding or to request issuance. As a result, your use of the Portal is **voluntary**. You may choose not to use the Portal, to stop using the Portal, or to deactivate your JSO account at any time. If you decide not to use or to stop using the Portal, or if your access to the Portal is

suspended or discontinued for any reason, you may file a document with the court by attending at the courthouse in person, or by mailing or emailing your document to the court where permitted by the court rules. Consult the list of [Court Addresses](#) for contact information.

### **Our provision of the Portal**

The Ministry of the Attorney General's provision of the Portal and any specific functions is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof. In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you with respect to material downloaded from the Portal and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

### **Links to other websites**

You may see links in the Portal to other websites. We have included these links because they may be of interest to you or are required to pay a document filing fee. Providing a link to websites that are controlled and maintained by other people or entities means that we cannot be sure that the link will still work when you click on it or that the service or content is useful, appropriate, virus-free or reliable. Therefore, you need to decide whether you want to follow any link or agree to receive or rely on any service or content that is made available to you.

Any information that you provide to or through a platform or other website that is not collected or controlled by the Ministry of the Attorney General is not bound by the Privacy Statement. You should review the privacy policies of any linked website or platform before providing any personal or other information.

### **Fee payment**

By submitting content to the Portal you agree to pay all prescribed fees, such as required court document filing fees, whether you are incurring such fees on your own account or on behalf of a client. The Ministry of the Attorney General does not view, record, or keep your credit card or debit card information.

You are responsible for ensuring that you are submitting the proper documents to the court for filing and/or issuance. You will not be eligible for a refund of the court filing fee where you determine, after the submission of a document through the Portal, that:

- the document should not have been submitted through the Portal; or
- you no longer want to proceed with your case.

If you do not notify us in writing of errors or objections to any filing fees incurred through the use of the Portal within 60 business days of the transaction date, the account balance and any charges made against it shall be conclusively deemed to have been accepted as correct by you and no claim for credit, adjustment or set-off will be advanced.

## **Limitations and Indemnity**

The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

## **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and court orders that set out the requirements for filing a document with the court or the issuance of a document including but not limited to the following:

Ontario [Rules of Civil Procedure](#)

Ontario [civil court forms](#)

[Superior Court of Justice Practice Directions](#)

[Superior Court of Justice and Court of Appeal - Fees \(O. Reg 293/92\)](#)

- b. Follow all requirements relating to the use of the Portal which are established by the [Rules of Civil Procedure](#) and/or by a Practice Direction.
- c. Determine the court filing deadlines and ensure that all court documents are transmitted through the Portal to the court in a timely fashion. Submitting a document through the Portal to request that it be filed and/or issued does not extend any deadline or affect the application of any legislative provision, rule of the court, court practice or court order. The Ministry of the Attorney General will not be responsible for your failure to meet any timelines prescribed by the court rules, court order and/or legislation (for filing, serving or delivering court documents) for any reason including inaccessibility of the Portal or a failure of the Portal systems.
- d. Ensure that your computer system can accept emails and documents delivered to you through the Portal and by court staff (for example, by adjusting your spam filter to ensure that you receive all emails and documents from court staff and the Portal such as a copy of a court issued document).
- e. Ensure that your JSO account includes your current contact information throughout the duration of your account.
- f. Track the processing of a document that you submitted through the Portal (whether it was accepted or rejected for filing or issuance). You will monitor your email for

notices and documents from court staff, including email notices that a document was filed and/or issued by the court. You will ensure that you receive an on-screen confirmation notification after you submit a document through the Portal and will contact the Court if you experience an error or system failure that you cannot resolve.

- g. Determine which documents you must or should consider filing with the court. You will not use the Portal to submit documents which are not authorized by the [Rules of Civil Procedure](#) or a Court Practice Direction to be submitted.
- h. Determine whether any personal identifiers in the documents and attachments should be redacted (such as birth dates, financial account information, social insurance numbers, etc.). **Remember that court records, including documents submitted through the Portal, and subsequently filed, can be accessed by the public** to the extent permitted by section 137 of the *Courts of Justice Act*.
- i. Pay the court fee required to file your documents. Following the successful online transaction to support payment of the filing fee and uploading of a document through the Portal, a confirmation of the transaction will display on your screen. You should take a screenshot or print a copy of this screen for your records.
- j. Ensure that the information entered into any field in the Portal (e.g. party name, court location, etc.) matches the information contained in the document submitted through the Portal for it to be considered for filing and/or issuance.
- k. Verify that the correct documents are uploaded before you submit the document to be considered for filing or issuance through the Portal. Documents which are uploaded but are not submitted because the filing fee payment transaction was not successful, will **not** be transmitted to the Court.
- l. Resolve any questions that you may have about the Portal in advance of the applicable deadline for filing the document and take into account the time required by staff to review your request to file and/or issue the document. If you have any question that is not addressed in the information available online, you may contact the Ministry of the Attorney General, Court Services Division Contact Centre for Online Services during business hours.

### **Your software backup**

While every effort is made to ensure that all software provided through the Portal is suitable for use on a wide variety of computer systems, you must take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system.

### **Privacy**

The handling of personal information by the Ministry of the Attorney General is governed by the [Freedom of Information and Protection of Privacy Act](#) (FIPPA) subject to the limits and exceptions outlined in FIPPA and by case law. Access to information that is held by the Ministry of the Attorney General is subject to the limits and exceptions outlined in FIPPA.

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P-994, Order P-1283*).

The information collected through the Portal is collected for the purpose of facilitating the filing of documents with the Court in a civil proceeding. The information and documents which you submit through the Portal are transmitted for the purpose of filing the documents with the Court. The Portal is **not** the Court. Draft submissions which are saved on the Portal will not be transmitted to the Court and will not form part of the Court record.

By providing your email address you agree that it may be used to contact you for the purpose of:

1. Delivering court documents to you;
2. Delivering receipts of your transactions;
3. Notifying you of any issues or updates relating to your submission or transaction through the Portal or JSO account;
4. Notifying you of changes in access to your JSO account or the Portal; and/or
5. Notifying you of changes to JSO or Portal services.

### **Collection of Supporting Financial Information for Fee Waiver Requests**

By using the Portal to submit a fee waiver request under ss. 4.3, 4.4, 4.5 or 4.7 of the [Administration of Justice Act](#), together with the supporting financial information where required by s. 2.1 of [O. Reg. 2/05](#), you agree to the collection, retention and use of this supporting information for the purpose of determining your eligibility for a fee waiver certificate.

### **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding the Privacy Statement and your privacy rights may be directed to:

Ministry of the Attorney General  
Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
1-800-980-4962

TTY 416-368-4202 or Toll Free number 1-833-820-0714  
[civilclaimsonline@ontario.ca](mailto:civilclaimsonline@ontario.ca)

## **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portals for any changes. If you continue to use JSO and/or the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

## **Updated**

December 5, 2021

# Family Submissions Online Portal

## Terms of Use

By accessing and using the Family Submissions Online Portal (“Portal”), you agree to be bound by the Terms of Use for Justice Services Online (“JSO”) and the Terms of Use for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgment and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate requests to file and/or issue documents with the Ontario Superior Court of Justice or the Ontario Court of Justice (“the court” individually or collectively, as the context may require) in a family court proceeding.

## Your use of Portal

The Portal may only be used for the purpose of submitting documents for potential filing and/or issuance with the court in a family proceeding as permitted by the Ontario [Family Law Rules](#) and/or by a Practice Direction issued by the Court. The Portal may also be used to submit brief explanatory information about the documents being submitted for potential filing and/or issuance. These explanations support the documents being submitted for filing and/or issuance, but will not be saved or form a part of the court record. **Any other use of the Portal is expressly prohibited. Persons found misusing this privilege will lose access to the Portal and may be subject to legal action, including prosecution.**

By submitting documents and information through the Portal, you are asking the court to accept documents for filing with the Court in a family proceeding, following the payment of the required court filing fee. The submission of documents through the Portal is restricted to those documents which are authorized to be filed through the Portal as set out in the Ontario [Family Law Rules](#) and/or by Practice Direction issued by the Court, and to submit explanatory information about the documents being potentially filed and/or issued. Any unauthorized documents submitted through the Portal will not be accepted for filing with the court.

By using the Portal, you acknowledge and understand that:

- a. the documents that you submit are not considered to be filed and/or issued unless you receive an email from the court stating that the documents are filed and/or issued;



- b. if the documents are accepted by the court, the date that the documents are considered filed and/or issued is the date indicated for the documents in the email from the court;
- c. the email from the court will be sent within five business days of your submission; and
- d. you should not use the Portal if you need to file or issue your documents for a court hearing that is five business days or less away or you need to meet a deadline for a step in the proceeding, established by legislation, court rules, court practice direction, court order, or any other law, that is five business days or less away.

### **Your documents will be available to the public**

You accept that when **you submit documents through the Portal and the documents are accepted by the court for filing and/or issuance, the documents will be accessible to the public through the court file** to the extent permitted by section 137 of the *Courts of Justice Act* unless legislation or a court order restricts access.

### **Your responsibility for content**

By submitting documents and other information through the Portal for the purpose of requesting the filing and/or issuance of documents with the court, you accept responsibility for all content of the documents and the information provided.

You must determine which documents are required to be submitted to the court. You are responsible for ensuring that the document(s) submitted are the correct document(s) and are authorized to be submitted pursuant to the [Family Law Rules](#) or a Practice Direction. If you submit an incorrect document, which is then accepted for filing, you will not receive a refund of any court fee that was paid.

You accept that once a document is filed with the court through the Portal it cannot be removed from the court record without the permission of a judge.

### **Your use of information**

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with specific legal advice and should not be relied upon in that regard.

### **Your use of the Portal is voluntary**

The use of the Portal is not required to file the documents with the court in a family proceeding. As a result, your use of the Portal is **voluntary**. You may choose not to use the Portal, to stop using the Portal, or to deactivate your JSO account at any time. If you decide not to use or to stop using the Portal, or if your access to the Portal is suspended or discontinued for any reason, you may file a document with the court by attending at the

courthouse in person or by mailing or emailing your document to the court where permitted by the court rules or Practice Direction. Consult the list of [Court Addresses](#) for contact information.

## **Our provision of the Portal**

The Ministry of the Attorney General's provision of the Portal and any specific functions is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof.

In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you with respect to material downloaded from the Portal and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

## **Links to other websites**

You may see links in the Portal to other websites. We have included these links because they may be of interest to you or are required to pay a filing fee. Providing a link to websites that are controlled and maintained by other people or entities means that we can't be sure that the link will still work when you click on it or that the service or content is useful, appropriate, virus-free or reliable. Therefore, you need to decide whether you want to follow any link or agree to receive or rely on any service or content that is made available to you.

Any information that you provide to or through a platform or other website that is not collected or controlled by the Ministry of the Attorney General is not bound by the Privacy Statement. You should review the privacy policies of any linked website or platform before providing any personal or other information.

## **Fee payment**

By submitting content to the Portal you agree to pay all prescribed fees, such as required court document filing fees, whether you are incurring such fees on your own account or on behalf of a client. The Ministry of the Attorney General does not view, record, or keep your credit card or debit card information.

You are responsible for ensuring that you are submitting the proper documents to the court for filing and/or issuance. You will not be eligible for a refund of the court filing fee where you determine after the submission of a document through the Portal that:

- the document should not have been submitted through the Portal; or
- you no longer want to proceed with your case.

If you do not notify us in writing of errors or objections to any filing fees incurred through the use of the Portal within 60 business days of the transaction date, the account balance and any charges made against it shall be conclusively deemed to have been accepted as correct by you and no claim for credit, adjustment or set-off will be advanced.

## **Limitations and Indemnity**

The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

## **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and court orders that set out the requirements for filing a document with the court, including but not limited to the following:

Ontario [Family Law Rules](#)

Ontario [family court forms](#)

[Superior Court of Justice Practice Directions](#)

[Ontario Court of Justice Practice Directions](#)

Superior Court of Justice and Court of Appeal – Fees ([O. Reg. 293/92](#))

Superior Court of Justice – Family Court – Fees ([O. Reg. 417/95](#))

Ontario Court of Justice – Fees ([O. Reg. 210/07](#))

- b. Follow all requirements relating to the use of the Portal, which are established by the Ontario [Family Law Rules](#) and/or [Superior Court of Justice Practice Directions](#) or [Ontario Court of Justice Practice Directions](#).
- c. Determine the court filing deadlines and ensure that all court documents are transmitted through the Portal to the court in a timely fashion. Submitting a document through the Portal to request that it be filed and/or issued does not extend any filing deadline or affect the application of any rule of the court or of court practice. The Ministry of the Attorney General will not be responsible for your failure to meet any timelines prescribed by the court rules, court order and/or legislation (for filing, serving or delivering court documents) for any reason including inaccessibility of the Portal or a failure of the Portal systems.
- d. Ensure that your computer system can accept emails and documents delivered to you through the Portal (for example, by adjusting your spam filter to ensure that you receive all electronic notices and documents from the Portal such as a copy of a court issued application).

- e. Ensure that your JSO account includes your current contact information throughout the duration of your account.
- f. Track the processing of a document that you submitted through the Portal (whether it was accepted or rejected for filing or issuance). You will monitor your email for notices and documents from court staff, including email notices that a document was accepted for filing or issuance by the court. You will ensure that you receive an on-screen confirmation notification after you submit a document through the Portal, and will contact the court if you experience an error or system failure that you cannot resolve.
- g. Determine which documents you must or should consider filing with the court. You will not use the Portal to submit documents which are not authorized by the [Family Law Rules](#) or a court Practice Direction to be submitted.
- h. Determine whether any personal identifiers in the documents and attachments should be redacted (such as birth dates, addresses, financial account information, social insurance numbers, etc.). **Remember that court records, including documents submitted to the court through the Portal, and subsequently filed, can be accessed by the public** to the extent permitted by section 137 of the *Courts of Justice Act*.
- i. Pay the court fee required to file your documents. Following the successful online transaction to support payment of the filing fee and uploading of a document through the Portal, a confirmation of the transaction will display on your screen. You should take a screenshot or print a copy of this screen for your records.
- j. Ensure that the information entered into any field in the Portal (e.g. party name, court location, etc.) matches the information contained in the document submitted through the Portal for it to be considered for filing or issuance.
- k. Verify that the correct documents are uploaded before you submit the document to be considered for filing or issuance through the Portal. Documents which are uploaded but are not submitted because the filing fee payment transaction was not successful will **not** be transmitted to the court.
- l. Resolve any questions that you may have about the Portal in advance of the applicable deadline for filing the document, and take into account the time required by staff to review your request to file. If you have any question that is not addressed in the information available online, you may contact the Ministry of the Attorney General, Court Services Division Contact Centre for Online Services during business hours.

## Your software backup

While every effort is made to ensure that all software provided through the Portal is suitable

for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system.

## **Privacy**

The handling of personal information by the Ministry of the Attorney General is governed by the [Freedom of Information and Protection of Privacy Act](#) (FIPPA) subject to the limits and exceptions outlined in FIPPA and by case law. Access to information that is held by the Ministry of the Attorney General is subject to the limits and exceptions outlined in FIPPA.

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P-994, Order P-1283*).

The information collected through the Portal is collected for the purpose of facilitating the filing of documents with the court in a family proceeding. The information and documents which you submit through the Portal are transmitted for the purpose of filing the documents with the court. The Portal is **not** the court. Draft submissions which are saved on the Portal will not be transmitted to the court and will not form part of the court record.

By providing your email address, you agree that it may be used to contact you for the purpose of:

1. Delivering court documents to you;
2. Delivering receipts of your transactions;
3. Notifying you of any issues or updates relating to your submission or transaction through the Portal or JSO account;
4. Notifying you of changes in access to your JSO account or the Portal; and/or
5. Notifying you of changes to JSO or Portal services.

## **Collection of Supporting Financial Information for Fee Waiver Requests**

By using the Portal to submit a fee waiver request under ss. 4.3, 4.4, 4.5 or 4.7 of the [Administration of Justice Act](#), together with the supporting financial information where required by s. 2.1 of [O. Reg. 2/05](#), you agree to the collection, retention and use of this supporting information for the purpose of determining your eligibility for a fee waiver certificate.

## **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding the Privacy Statement and your privacy rights may be directed to:

Ministry of the Attorney General  
Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
1-800-980-4962  
TTY 416-368-4202 or Toll Free number 1-833-820-0714  
[familyclaimsonline@ontario.ca](mailto:familyclaimsonline@ontario.ca)

## **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portals for any changes. If you continue to use JSO and/or the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

## **Updated**

December 5, 2021

# Court Case Search Portal

## Terms of Use

By accessing and using the Court Case Search Portal ("Portal"), you agree to be bound by the Terms of Use for Justice Services Online ("JSO") and for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgement and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate the searching of case information from the Ontario Superior Court of Justice (the "Court") in civil and criminal matters.

The portal may only be used for the purpose of searching case information from the court. **Any other use of the Portal, including saving, reproducing and disseminating the information contained therein, is expressly prohibited.**

**Persons found misusing the Portal will lose access to the Portal.**

## Court Information

The Portal uses Court information to display case information. This Court information is used with the consent of the Office of the Chief Justice of the Superior Court of Justice.

## Information contained in the Portal is Publicly Available

You accept that when you search case information through the Portal, the case information that is available is only that which is accessible to the public under the [Court Services Division Policies and Procedures on Public Access to Court Files, Documents and Exhibits](#).

Case information that is subject to access restrictions imposed by legislation or a court order restricting access is not included in the Portal.

## Publication Bans

Some court cases may be governed by a publication or disclosure ban. The Portal indicates where there are publication and disclosure bans in place that apply to a court case.

It is your responsibility to personally comply with any publication bans or other restrictions.

For further information on the different types of publication bans that may be granted in a case, you may consult [Guidelines - Bans on Publication](#).

### **Your use of information**

The portal and all of its content are provided “As Is” and do not constitute the official court record.

You accept that there may be a time delay between a change in the case information and the time when the Portal is updated.

Case information published on the Portal may be verified independently for accuracy, currency and completion against the physical court file. To request access to the physical court file, you may contact the courthouse where the relevant matter is being (or was) heard. A list of court contact information is available at: [Court Addresses](#).

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with legal advice and should not be relied upon as such.

### **Your use of the Portal is voluntary**

This Portal has been developed to enhance public access to the courts. The use of the Portal is **voluntary**. You may choose not to use the Portal, to stop using the Portal, or to deactivate your JSO account at any time. In addition, if your JSO account becomes dormant it may be deactivated by the Ministry. If you decide not to use or to stop using the Portal, or if your access to the Portal is suspended or discontinued for any reason, you may still request access to the court file by contacting the relevant courthouse. A list of court contact information is available at: [Court Addresses](#).

### **Our provision of the Portal**

The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof.

In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

### **Limitations and Indemnity**



The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

Under no circumstances will the Ministry of the Attorney General, its servants, agents, contractors or employees be liable for direct, indirect, general, special or consequential damages arising out of the use of, reliance on, or inability to use, the Portal, including but not limited to damages for personal injury, lost profits, lost savings, lost opportunity or any other incidental damages.

### **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and court orders.
- b. Use the portal as intended to search case information from the Court.
- c. Refrain from saving, reproducing or disseminating information contained in the Portal.
- d. Where a case is subject to a publication or disclosure ban, contact the relevant court location to obtain details about the type of ban and ensure you comply with the ban.
- e. Ensure that your JSO account includes your current contact information at all times while your account remains active.

### **Your software backup**

While every effort is made to ensure that all software provided through the Portal is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system.

### **Privacy**

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P-994, Order P-1283*).

The information searchable through the Portal is court information contained in the electronic case tracking system maintained by the Ministry. It is not subject to access and privacy legislation and is being made available with the court's consent upon terms and conditions approved by the court.

Your privacy is important to us. Your personal information (including your name, e-mail, address and telephone number) will be collected to enable the creation of a One-key Account. One-key is a unique electronic credential that allows you to communicate

securely with online Government services. It is through the ONE-key ID and password that you can access the Portal.

In addition, your email address may be used to contact you for the purpose of:

1. Notifying you of changes in access to your JSO account or the Portal; and/or
2. Notifying you of changes to JSO or Portal services.

Your personal information will be handled in accordance with the [Privacy Statement](#) posted on Ontario.ca unless stated otherwise. Please review the Privacy Statement to learn about the limited standard information used for monitoring and statistical purposes, and other policies including security.

### **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding the Privacy Statement and your privacy rights may be directed to:

Ministry of the Attorney General  
Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
[JUS.G.MAG.Webmaster@ontario.ca](mailto:JUS.G.MAG.Webmaster@ontario.ca)

### **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portal for any changes. If you continue to use JSO and/or the Portal following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

### **Created**

August 11, 2020

# Small Claims Court Submissions Online Portal

## Terms of Use

By accessing and using the Small Claims Court Submissions Online Portal ("Portal"), you agree to be bound by the Terms of Use for Justice Services Online ("JSO") and the Terms of Use for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgment and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate requests to file and/or issue documents with the Small Claims Court, a branch of the Superior Court of Justice in Ontario, in a civil proceeding.

## Your use of the Portal

The Portal may only be used for the purpose of submitting documents to request filing and/or issuance with the Small Claims Court in a civil proceeding as permitted by the [Rules of the Small Claims Court](#). The Portal may also be used to submit brief explanatory information about the documents being submitted for potential filing and/or issuance. These explanations support the documents being submitted for filing and/or issuance, but will not be saved or form a part of the Small Claims Court record. **Any other use of the Portal is expressly prohibited. Persons found misusing this privilege will lose access to the Portal and may be subject to legal action, including prosecution.**

By submitting documents and information through the Portal, you are asking the Small Claims Court to accept documents for filing with the Small Claims Court in a civil proceeding, following the payment of any required Small Claims Court filing fee. The submission of documents through the Portal is restricted to those documents which are authorized to be filed through the Portal as set out in the [Rules of the Small Claims Court](#) and to submit explanatory information about the documents being potentially filed and/or issued. Any unauthorized documents submitted through the Portal will not be accepted for filing with the Small Claims Court.

By using the Portal, you acknowledge that you understand that:

- a. the documents that you submitted are not considered to be filed or issued unless you receive an email from the Clerk stating that the documents are filed and/or issued;

- b. if the documents are accepted by the Clerk, the date that the documents are considered filed or issued is the date indicated for the documents in the email from the Clerk;
- c. the email from the Clerk will be received within five business days of your submission; and
- d. you should not use the Portal if you need to file or issue your documents for a Small Claims Court hearing that is five business days or less away or you need to meet a timeline for a step in the proceeding established by legislation, court rules, court practice or a court order that is five business days or less away.

### **Your documents will be available to the public**

You accept that when **you submit documents through the Portal and the documents are accepted by the Small Claims Court for filing and/or issuance, the documents will be accessible to the public through the court file** to the extent permitted by section 137 of the *Courts of Justice Act* unless legislation or a court order restricts access.

### **Your responsibility for content**

By submitting documents and other information through the Portal for the purpose of requesting a filing and/or issuance of documents with the Small Claims Court or issuance of documents by the Small Claims Court, you accept responsibility for all content of the documents and the information provided.

You must determine which documents are required to be submitted to the Small Claims Court. You are responsible for ensuring that document(s) submitted are the correct document(s) and are authorized to be submitted pursuant to the [Rules of the Small Claims Court](#) or by a Practice Direction issued by the Court. If you submit an incorrect document, which is then accepted for filing and/or issuance, you will not receive a refund of any Small Claims Court fee that was paid.

You accept that once a document is filed with the Small Claims Court through the Portal it cannot be removed from the Small Claims Court record without the permission of a judge.

### **Your use of information**

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with specific legal advice and should not be relied upon in that regard.

### **Your use of the Portal is voluntary**

The use of the Portal is not required to file documents with the Small Claims Court in a civil proceeding or to request issuance. As a result, your use of the Portal is **voluntary**. You may choose not to use the Portal, to stop using the Portal, or to deactivate your JSO

account at any time. If you decide not to use or to stop using the Portal, or if your access to the Portal is suspended or discontinued for any reason, you may file a document with the Small Claims Court by attending at the courthouse in person, or by mailing or emailing your document to the Small Claims Court where permitted by the *Rules of the Small Claims Court*. Consult the list of [Court Addresses](#) for contact information.

### **Our provision of the Portal**

The Ministry of the Attorney General's provision of the Portal and any specific functions is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof. In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you with respect to material downloaded from the Portal and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

### **Links to other websites**

You may see links in the Portal to other websites. We have included these links because they may be of interest to you or are required to pay a document filing fee. Providing a link to websites that are controlled and maintained by other people or entities means that we cannot be sure that the link will still work when you click on it or that the service or content is useful, appropriate, virus-free or reliable. Therefore, you need to decide whether you want to follow any link or agree to receive or rely on any service or content that is made available to you.

Any information that you provide to or through a platform or other website that is not collected or controlled by the Ministry of the Attorney General is not bound by the Privacy Statement. You should review the privacy policies of any linked website or platform before providing any personal or other information.

### **Fee payment**

By submitting content to the Portal you agree to pay all prescribed fees, such as required Small Claims Court document filing fees, whether you are incurring such fees on your own account or on behalf of a client. The Ministry of the Attorney General does not view, record, or keep your credit card or debit card information.

You are responsible for ensuring that you are submitting the proper documents to the Small Claims Court for filing and/or issuance. You will not be eligible for a refund of the Small Claims Court filing fee where you determine, after the submission of a document through the Portal, that:

- the document should not have been submitted through the Portal; or
- you no longer want to proceed with your case.

If you do not notify us in writing of errors or objections to any filing fees incurred through the use of the Portal within 60 business days of the transaction date, the account balance and any charges made against it shall be conclusively deemed to have been accepted as correct by you and no claim for credit, adjustment or set-off will be advanced.

## **Limitations and Indemnity**

The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

## **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and court orders that set out the requirements for filing a document with the Small Claims Court or the issuance of a document including but not limited to the following:

[\*Rules of the Small Claims Court\*](#)

[Small Claims Court forms](#)

[Superior Court of Justice Practice Directions](#)

[Small Claims Court – Fees \(O. Reg. 332/16\)](#)

- b. Follow all requirements relating to the use of the Portal which are established by the [\*Rules of the Small Claims Court\*](#).
- c. Determine the Small Claims Court filing deadlines and ensure that all Small Claims Court documents are transmitted through the Portal to the Small Claims Court in a timely fashion. Submitting a document through the Portal to request that it be filed and/or issued does not extend any deadline or affect the application of any legislative provision, rule of the court, court practice or court order. The Ministry of the Attorney General will not be responsible for your failure to meet any timelines prescribed by the court rules, court order and/or legislation (for filing, serving or delivering Small Claims Court documents) for any reason including inaccessibility of the Portal or a failure of the Portal systems.
- d. Ensure that your computer system can accept emails and documents delivered to you through the Portal and by Small Claims Court staff (for example, by adjusting your spam filter to ensure that you receive all emails and documents from Small Claims Court staff and the Portal such as a copy of a Small Claims Court issued document).

- e. Ensure that your JSO account includes your current contact information throughout the duration of your account.
- f. Track the processing of a document that you submitted through the Portal (whether it was accepted or rejected for filing or issuance). You will monitor your email for notices and documents from Small Claims Court staff, including email notices that a document was filed and/or issued by the Small Claims Court. You will ensure that you receive an on-screen confirmation notification after you submit a document through the Portal and will contact the Small Claims Court if you experience an error or system failure that you cannot resolve.
- g. Determine which documents you must or should consider filing with the Small Claims Court. You will not use the Portal to submit documents which are not authorized by the [Rules of the Small Claims Court](#) or a Superior Court of Justice Practice Direction, Notice or Order to be submitted.
- h. Determine whether any personal identifiers in the documents and attachments should be redacted (such as birth dates, financial account information, social insurance numbers, etc.). **Remember that court records, including documents submitted through the Portal, and subsequently filed, can be accessed by the public** to the extent permitted by section 137 of the *Courts of Justice Act*.
- i. Pay the Small Claims Court fee required to file your documents. Following the successful online transaction to support payment of the filing fee and uploading of a document through the Portal, a confirmation of the transaction will display on your screen. You should take a screenshot or print a copy of this screen for your records.
- j. Ensure that the information entered into any field in the Portal (e.g. party name, court location, etc.) matches the information contained in the document submitted through the Portal for it to be considered for filing and/or issuance.
- k. Verify that the correct documents are uploaded before you submit the document to be considered for filing or issuance through the Portal. Documents which are uploaded but are not submitted because the filing fee payment transaction was not successful, will **not** be transmitted to the Small Claims Court.
- l. Resolve any questions that you may have about the Portal in advance of the applicable deadline for filing the document and take into account the time required by staff to review your request to file and/or issue the document. If you have any question that is not addressed in the information available online, you may contact the Ministry of the Attorney General, Court Services Division Contact Centre for Online Services during business hours.

### **Your software backup**

While every effort is made to ensure that all software provided through the Portal is suitable for use on a wide variety of computer systems, you must take reasonable and appropriate

precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system.

## **Privacy**

The handling of personal information by the Ministry of the Attorney General is governed by the [Freedom of Information and Protection of Privacy Act](#) (FIPPA) subject to the limits and exceptions outlined in FIPPA and by case law. Access to information that is held by the Ministry of the Attorney General is subject to the limits and exceptions outlined in FIPPA.

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P994, Order P-1283*).

The information collected through the Portal is collected for the purpose of facilitating the filing of documents with the Small Claims Court in a civil proceeding. The information and documents which you submit through the Portal are transmitted for the purpose of filing the documents with the Small Claims Court. The Portal is **not** the Small Claims Court. Draft submissions which are saved on the Portal will not be transmitted to the Small Claims Court and will not form part of the Small Claims Court record.

By providing your email address you agree that it may be used to contact you for the purpose of:

1. Delivering Small Claims Court documents to you;
2. Delivering receipts of your transactions;
3. Notifying you of any issues or updates relating to your submission or transaction through the Portal or JSO account;
4. Notifying you of changes in access to your JSO account or the Portal; and/or
5. Notifying you of changes to JSO or Portal services.

## **Collection of Supporting Financial Information for Fee Waiver Requests**

By using the Portal to submit a fee waiver request under ss. 4.3, 4.4, 4.5 or 4.7 of the [Administration of Justice Act](#), together with the supporting financial information where required by s. 2.1 of [O. Reg. 2/05](#), you agree to the collection, retention and use of this supporting information for the purpose of determining your eligibility for a fee waiver certificate.

## **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding the Privacy Statement and your privacy rights may be directed to:

Ministry of the Attorney General



Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
1-800-980-4962  
TTY 416-368-4202 or Toll Free number 1-833-820-0714  
[SmallClaimsOnline@ontario.ca](mailto:SmallClaimsOnline@ontario.ca)

## **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portals for any changes. If you continue to use JSO and/or the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

## **Updated**

December 5, 2021