

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 or to stop using the Portal. 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 court rules, 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 (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](#) 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 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 (e.g., 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.
- l. Where documents are uploaded but the filing fee payment transaction is not successful, the documents will **not** be transmitted to the Court.
- m. 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 (see Questions/Contact information below).

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 use of the Portal, these Terms of Use, the Privacy Statement or 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 or 647-438-0403
TTY 416-368-4202 or Toll Free number 1-833-820-0714
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 12, 2022