

STATE OF NORTH CAROLINA NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS	PORTAL ELEVATED ACCESS REQUEST/AGREEMENT (COUNSEL)	
<i>See Side Two for instructions on completing and submitting this form. All fields with asterisks must be entered. This form must be submitted by filing it through File & Serve, at https://efilenc.tylertech.cloud/OfsEfsp/ui/landing</i>		
ATTORNEY ("USER") INFORMATION		
*Attorney Name (first, middle, last required)	*Telephone Number (including area code)	Extension
*Attorney NC State Bar No.		
*Attorney Email Address	Have you created an eCourts Portal Registered account with this email address? <input type="checkbox"/> Yes <input type="checkbox"/> No	
*Law Firm Or Agency Name	*Law Firm Or Agency Street Address	
*City	*State	*Zip
USER AGREEMENT		
<p>The User requests elevated access to case information on Portal for cases on which the User is counsel of record. Depending on the case type, elevated access may include access to confidential information, such as juvenile information protected under G.S. Chapter 7B, "personal information" and "highly protected information" protected under the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. 2721 et seq., and involuntary commitment/voluntary admission information protected under G.S. Chapter 122C and applicable federal law. The User agrees to observe all applicable laws governing the use, disclosure, redisclosure, and protection of the confidential information provided under this Agreement. The User further agrees as follows:</p> <ol style="list-style-type: none"> 1. The User warrants that he or she is duly and actively licensed to practice law in the State of North Carolina. The User agrees that being continuously licensed to practice law in North Carolina is a condition of this Agreement for elevated access to court records. 2. The User must notify the North Carolina Administrative Office of the Courts (NCAOC) at elevatedaccess@nccourts.org within eight (8) hours of withdrawal or suspension from the practice of law in North Carolina, so that NCAOC can terminate the User's access rights. 3. To ensure that elevated access to a case is terminated when the User is no longer attorney of record, the User must formally withdraw from cases by filing a motion and submitting a proposed order when the User is no longer attorney of record. 4. The User shall maintain the User's workstation(s) and implement appropriate security measures to prevent the disclosure or redisclosure of confidential information accessed under this Agreement. 5. The User shall not disclose or redisclose the User ID assigned for elevated access to anyone except employees of the NCAOC. 6. The User will be assigned a unique User ID that may be used only by User. 7. The User must remain with any device currently accessing an NCAOC information system, including elevated access in Portal. The User must close elevated access sessions when the User is not in direct, immediate control of the accessing device. 8. The User must not use, disclose, redisclose, or sell confidential or protected information accessed under this Agreement except as authorized by state or federal law. 9. In criminal and infraction cases, "personal information" and "highly protected personal information" of defendants and respondents is pulled from North Carolina motor vehicle records. The federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. 2721 et seq., as well as G.S. 20-43.1, restrict the disclosure and redisclosure of this "personal information" and "highly protected personal information," as defined in 18 U.S.C. 2725(3) and (4). The User is permitted under 18 U.S.C. 2721(b)(4) to receive such information for use in connection with any civil, criminal, administrative, or arbitration proceeding in any federal, state or local court or agency. The User must not redisclose a defendant's or respondent's personal information or highly protected personal information except for certain permitted purposes specifically authorized under the DPPA. 18 U.S.C. 2721(b) and (c). The User must comply with all provisions of the DPPA, including requirements to keep records of any redisclosure as required by 18 U.S.C. 2721(c). 		
USER'S SIGNATURE		
The undersigned User hereby accepts the above "User Agreement" and the "Limits of This Agreement" found on Side Two of this form. The User further acknowledges that any violation of the User Agreement or any applicable law regarding access to or security of Portal or the protection of confidential information accessed under this Agreement may result in civil and/or criminal liability and in the immediate and irrevocable termination of the User's elevated access to Portal. The User warrants that the Attorney ("User") Information provided above is true and correct and that the User is duly and actively licensed to practice law in the State of North Carolina.		
User's Printed Name	User's Signature (may be an electronic signature)	Date

(Over)

AOC-A-264, Rev. 11/23
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INSTRUCTIONS FOR COMPLETING PORTAL ELEVATED ACCESS REQUEST/AGREEMENT FORM (AOC-A-264)

The reverse side of this access request form is to be completed by any attorney requesting elevated access in Portal. All required sections must be filled out correctly and completely, and the attorney must sign the form, though an electronic signature is acceptable. If the form is incomplete, illegible, unsigned, improperly signed, or not dated, the form will be returned to the sender without elevated access being established. **The completed form will need to be submitted through a special node in File & Serve, following these steps:**

1. Log into eFileNC at <https://efilenc.tylertech.cloud/OfsEfsp/ui/landing>
2. Click the blue **Start filing** button.
3. Click the blue **Start new case** button.
4. In the "Court location" dropdown box, select **AOC Portal Unit** (a special non-court location received by the NCAOC elevated access team).
5. In the "Case category" dropdown box, select **Civil**.
6. In the "Case type" dropdown box, select the appropriate case type: **Portal Filing - Elevated Access**.
7. Click the blue **Parties** button (*bottom right of screen*).
8. Click the blue **Add Parties** button; enter "First Name" and "Last Name" information and click the blue **Save** button (*bottom right of screen*).
9. Click the blue **Filings** button (*bottom right of screen*).
10. Upload a PDF copy of the completed form by clicking the blue Add filing button. On the Filing page that comes up, verify the **eFile Only** radio button is selected, in the "Filing Code" dropdown box select **Elevated Access Request** and click **Select files** or drag a PDF copy of the completed form to add the document.
11. Select the appropriate security group, "Public" or "Confidential" from the "Security" dropdown menu and click the blue **Save** button.
12. Click the blue **Service** button (*bottom right of screen*).
13. Click the blue **Fees** button (*bottom right of screen*).
14. Make a selection from the "Payment Account" dropdown menu, adding a payment account if necessary.
15. Select the filing attorney's name in the "Filing Attorney" dropdown menu.
16. Click the blue **Summary** button (*bottom right of screen*).
17. Review all the entries for accuracy.
18. Review the "Submission Agreements" checkbox text and click the checkboxes (*top of screen*).
19. Click the blue **Submit** button (*bottom right of screen*).
20. Click arrow next to User ID Badge (*top right of screen*) and click **Sign out** to sign out.

ATTORNEY ("USER") INFORMATION (Fields with * must be entered)

Please provide all information as indicated on Side One. Fields with asterisks on Side One must be entered.

***Attorney Name:** Provide the attorney's full name.

***Attorney Email Address:** Access to Portal will be through the provided email address.

***Law Firm Or Agency Name:** Provide full name of the attorney's law firm or agency.

***Law Firm Or Agency Street Address:** Provide the full street address, city, state, and zip code of the law firm or agency.

USER AGREEMENT AND SIGNATURE

The User (Attorney) for whom access is being requested must read, understand, and indicate agreement with the statements in these sections of the form by printing the User's name and title, signing the User's name, and entering the date in the "User's Signature" block on Side One.

The NCAOC's agreement with the User's request for elevated access in Portal, if any, will be evidenced by granting elevated access in Portal to the User.

LIMITS OF THIS AGREEMENT

- A. The NCAOC specifically reserves the right, at its sole discretion, to alter operating hours, computer programs, or network services, including application screen and/or display changes, at any time and without prior notice.
- B. The NCAOC provides no warranties of any kind or nature, express or implied, in connection with this service. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service.
- C. The information in Portal is not the complete official record of the court. For example, the following types of information are not available on Portal: (1) newly received filings that the clerk is processing; (2) information that is confidential by law, which is only made available to persons with legal authority to access the confidential information; (3) civil cases in which a protective order is requested for the purpose of preventing violent or threatening acts or harassment against, sexual violence, or contact or communication with or physical proximity to, another person, which may not be made publicly available on the internet pursuant to the federal Violence Against Women Act, 18 U.S.C. 2265(d)(3); (4) criminal case information that would reveal the identity or location of a person protected by an order for the purpose of preventing violent or threatening acts or harassment against, sexual violence, or contact or communication with or physical proximity to, another person, which may not be made publicly available on the internet pursuant to the federal Violence Against Women Act, 18 U.S.C. 2265(d)(3). To confirm the status of a case, please contact the clerk of superior court's office in the county where the case is located.
- D. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the NCAOC.
- E. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.