



**STATE OF LOUISIANA  
BOARD OF TAX APPEALS**

JUDGE TONY GRAPHIA (RET.)  
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**Louisiana Board of Tax Appeals Portal  
SUBSCRIPTION AGREEMENT AND INVOICE**

**ATTORNEY NAME:** \_\_\_\_\_  
**BAR NUMBER:** \_\_\_\_\_  
**ATTORNEY FIRM NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY/STATE/ZIP:** \_\_\_\_\_  
**CELL PHONE:** \_\_\_\_\_  
**CELL PROVIDER:** \_\_\_\_\_  
**DIRECT DIAL PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_  
*ELECTS TO RECEIVE ELECTRONIC NOTICE/SERVICE (yes or no):*  
\_\_\_\_\_

**AGREED TO DATE:** \_\_\_\_\_

**Annual Cost of Subscription: \$750.00**

<b>Payable to the:</b>	<b>SEND PAYMENT TO:</b>
Board of Tax Appeals Escrow Account 627 N. 4 <sup>th</sup> St. Baton Rouge, LA 70802	<b>Louisiana Board of Tax Appeals P. O. Box 3217 Baton Rouge, LA 70821</b>

**Attorney Agrees to the attached Terms of Use**

**Signature:** \_\_\_\_\_

BOARD USE ONLY	
<b>Check #</b>	
<b>Payment Confirmation Password</b>	
<b>Date Access Granted</b>	

## **Louisiana Board of Tax Appeals Portal Terms of Use**

The following is the understanding and the agreement between the Louisiana Board of Tax Appeals (“Board,” “we,” “us,” “our”) and the person (“you,” “your,” or “user”) who uses the Board’s online Portal (the “Portal”) for accessing, viewing and printing public records made available on the Portal. Your use of the Portal is subject to the following terms and conditions (the “Terms of Use”).

### **Use of Portal; Required Payment**

You agree to pay the annual sum of \$750.00 (seven hundred and fifty dollars) to the “Board of Tax Appeals Escrow Account” for the development of the Case Management System (“CMS”). In exchange for payment, you will be granted a subscription to access to the Portal as an Attorney user role (“Portal Attorney”). Portal Attorneys may access the Portal to view case data and download and print case documents that are available on the Portal. However, the ability to view, print, and download any document from the Portal may be limited or precluded by applicable state and/or federal law, protective order, order to seal a record, document, or other order of the Board or court of law.

Your acceptance of the Terms of Use obligates you to pay for access to any additional services provided on the Portal for which an additional fee may exist. This includes an obligation to pay the charges incurred by third parties, whether they are your agents or otherwise, who access the Portal through your account.

A receipt will be emailed to you after the payment is processed. This emailed receipt will serve as evidence of payment. Please note that the receipt will be emailed to the email address provided when adding this payment method.

### **Period of Use; Termination**

If you agree to the Terms of Use and make the required payment, then you will be granted use of the Portal for a period of 12 (twelve) months beginning on the day that your Portal Attorney privileges become effective on the Portal. Your use may be terminated at any time if you violate a provision of the Terms of Use and/or if your use of the Portal violates any state law, federal law, court order, or order of the Board.

### **User Responsibilities**

You acknowledge there is a charge for accessing information through the Portal. The information accessed through the Portal shall be for your own business or internal use in the ordinary course of your business. While you may share the results of individual record and document searches with clients or customers, you shall not provide any third party (including Your clients or customers) any right of access to the Portal, repackage any records or data in any bulk form or otherwise for distribution, or provide any on-going services to third parties through or using the Portal. By use of the Portal and any data contained therein, the user agrees that use shall conform to all applicable laws and regulations and user shall not violate the rights of any third parties.

Any non-human visitors to the Portal shall be considered agents of the individual(s) who controls, authors or otherwise makes use of them. The access rights granted to you under these Terms of Use are non-transferable without our express written permission.

You are solely responsible for your computer and communications devices and ensuring your software and hardware are suitable and capable for connecting to the Portal.

In the event legal action is necessary to enforce these Terms of Use, the user shall be liable for reasonable attorney fees and cost incurred by Board.

### **Restrictions on Access and Use**

The Portal and the content are protected by applicable copyrights, and other proprietary and intellectual property rights. In accessing or using the Portal and the content, you agree to comply with these Terms of Use as well as applicable laws, court rules, regulations, and court orders. Your access to and use of the Portal and the content may be terminated at any time without notice. You may not do any of the following: (a) engage in any data mining, or use "bots" or similar data gathering and extraction tools or methods in connection with the Portal or the content; (b) violate any copyrights, and other proprietary or intellectual property rights in the Portal or the content; (c) interfere with or disrupt the Portal, or attempt to circumvent the Portal's security features; (d) misrepresent your affiliation with or impersonate any person or entity; (e) remove or modify any copyright notices, other proprietary notices, or references to these Terms of Use in the content or on the Portal.

You hereby acknowledge that if you breach any term set forth herein, the Board or its employees and/or agent(s) may terminate your access without notice and to seek any other lawful remedy including but not limited to injunctive relief restraining you from access and/or use of data obtained through the Portal.

The Portal Subscription / Username and Password shall be personal to the Portal Attorney. It may be used by a designated staff person, but may not be used or shared between two or more attorneys. A firm shall obtain a separate Portal Attorney subscription for each attorney appearing before the Board.

### **No Tampering**

You agree not to change, modify, add to, remove from, delete or otherwise corrupt the information contained on the Portal. You also agree not to unlawfully use or reproduce any of the software, code there from, copyrighted material, trademarks, or other intellectual or proprietary property contained on the Portal or made available through it. Unlawful use and reproduction includes but is not limited to decompiling, reverse engineering, disassembling and creating derivative works.

### **No Warranties**

Documents and information provided on the Portal are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Although we use reasonable efforts to include accurate and up-to-date information on the Portal, we do not make any warranties or representations as to accuracy or completeness. Indexing and other information and data included in the Portal is provided solely for the user's convenience. The Board assumes no liability for any inaccurate or incomplete information.

The Portal is not intended to be a substitute for official certification by Board of any record in the Board's custody. Information in the Portal, derived from instruments filed and/or submitted to the BTA, may be inaccurate or incomplete

From time to time, we will update, improve, change, add to (or remove from) the information and documents on the Portal at our sole discretion and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Portal. Your use of the Portal is at your own risk.

### **Limitation of Liability**

IN NO EVENT OR CIRCUMSTANCE SHALL THE BOARD BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF INFORMATION, PROGRAMS OR OTHER DATA, AND IN THE CASE OF A BUSINESS, ANY LOST PROFITS OR DAMAGES FROM BUSINESS INTERRUPTION, AND IN THE CASE OF AN INDIVIDUAL, LOSS OF INFORMATION OR LOSS OF VALUE THAT RESULT FROM ACCESS TO, USE OF, OR INABILITY TO USE THE PORTAL OR DUE TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE INTERNET, EVEN IF THE BOARD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES, BY LAW, DO NOT ALLOW SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY; YOU MIGHT THEREFORE HAVE ADDITIONAL RIGHTS.

You agree that the Board shall not be liable to any person, persons, entity, or entities whatsoever due to any interruption in access or service. You hereby release and holds the Board, its employees, members, and agents harmless from liability for any and all damages resulting from any interruption in access or service.

### **Security**

THE SECURITY OF INFORMATION TRANSMITTED THROUGH THE INTERNET CAN NEVER BE GUARANTEED. THE BOARD IS NOT RESPONSIBLE FOR ANY INTERCEPTION OR INTERRUPTION OF ANY COMMUNICATIONS THROUGH THE INTERNET OR FOR CHANGES TO OR LOSSES OF DATA. User is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to the Portal. In order to protect us and the data accumulated by us, we may suspend all use of the Portal in general or your use of the Portal in particular or the information relating to you, without notice, pending an investigation, in the case of a breach, or a suspected breach, of security.

### **Transmission of Personal Data**

You acknowledge and agree that by providing the Board with any personal information through the Portal, you consent to the transmission of such personal information as necessary for processing, which may involve transmission over international borders.

### **Automated Data Collection is PROHIBITED!**

Any automated data collection (data mining) is strictly prohibited. Any method used to circumvent paying for access, obtain or gather data and/ or images without paying the appropriate fees is considered misuse of the Portal and will result in denied access and may result in criminal prosecution.

### **Governing Law**

These Terms of Use shall be governed and construed in accordance with the laws of the State of Louisiana and the United States, without regard to conflict of law provisions. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect. These Terms of Use constitute the entire agreement between us regarding our service, and supersede and replace any prior agreements we might have between us regarding the service. The failure to enforce any right or provision of these Terms of Use will not be considered a waiver of those rights.

These Terms of Use, regardless of where actually accepted or delivered, are deemed to have been accepted and delivered by the parties in the State of Louisiana and any dispute arising from these Terms of Use will be governed by Louisiana law.

**Taxpayer Information**

Per La. R.S. 47:1415 All pleadings and evidence, documentary or otherwise, including the transcript of the stenographic report of the hearings held before the BTA in any matter to which its jurisdiction shall extend, shall be public records, open to the inspection of the public; except that after the decision of the BTA in any proceeding has become final, the BTA may, upon motion of the taxpayer or other contestant or the collector, permit the withdrawal by the party entitled thereto of originals of books, documents, records, models, diagrams and other exhibits, introduced in evidence before the BTA; or the BTA may, on its own motion, make such other disposition thereof as it deems advisable.

Documents filed in tax disputes may contain information that may be protected from inspection and/or disclosure under state or federal law. You agree not to use the Portal to unlawfully inspect or disclose taxpayer information. Users are solely responsible for their own compliance with state and federal law any civil or criminal penalties that may result from their use of taxpayer information obtained from the CMS.

A person waives protection as to the person's own information by filing it without redaction and not under seal. We are not required to review documents filed with the BTA for redaction. The responsibility to redact anything filed rests with the party or nonparty making the filing. The BTA expects the parties to exercise good faith in their efforts to redact.

**Election for Electronic Service/Notice**

A Portal Attorney may make an election that all filings in a matter in which he or she is enrolled be automatically noticed/served via the Tyler Electronic Notice system. This is sent via an email address provided by the Portal Attorney with a receipt retained by the system. For this to be effective an attorney is responsible for filing a pleading or a motion to enroll in any case where he or she represents a party. Elections for Electronic Service/Notice shall not become effective until the Electronic Service/Notice module is operational.