

Terms and Conditions

Document Retention

- The Bank of America, N.A.'s retention period is typically 7 years or less, depending on the type of document or record requested.

Delivery and Timing

- Third-party subpoena response deadlines will be based on statutory requirements but may take longer. Allowing an initial 4-week timeframe for the production may help reduce the number of extension requests. Bank of America, N.A. will reject the subpoena as invalid if the stated response deadline is sooner than the time permitted by law.
- Including all identifying information for the customers, accounts or documents being sought may help reduce processing time and Bank of America, N.A.'s needs to contact you for clarification.
- Incorrectly identifying the due date may cause processing delays. The due date will be updated to match the uploaded third-party subpoena without notification to third-party subpoena online portal user.

Service

- Submission of a subpoena through the third-party subpoena online portal constitutes service of process on Bank of America, N.A. in all states except where prohibited.
- By accepting a third-party subpoena through the third-party subpoena online portal, Bank of America, N.A. does not waive any other procedural or service-related third-party subpoena requirements under federal, state, and local laws pertaining to your specific legal matter.
- An invalid third-party subpoena will fail to produce the documentation requested.
- Federal, state, and local notice and timing requirements are not waived by use of Bank of America, N.A.'s third-party subpoena online portal.
- In producing documents, in response to a third-party subpoena, Bank of America, N.A. seeks to comply with a valid legal order.
- Uploading your third-party subpoena to the third-party subpoena online portal constitutes valid service of process on Bank of America, N.A., except as prohibited by State or Federal Law. However, submitting your third-party subpoena through the third-party subpoena online portal does not mean Bank of America, N.A. agrees to the validity of the request or waives any objection that the Bank may have to the third-party subpoena or any production of documents and information.
- Service through the third-party subpoena online portal is only valid as to Bank of America, N.A. and does not necessarily exempt you from any other state or federal discovery procedures or requirements to serve other parties.

Legal

- Information on this website does not constitute legal advice and is only intended to provide information to aid in producing documents pursuant to a third-party subpoena directed to Bank of America, N.A.
- If you are not a legal professional, you should seek legal advice about your rights and requirements.

User Agreement

- By requesting access to the third-party subpoena online portal, or accessing the third-party subpoena online portal, you are positively affirming that you are the individual who is utilizing your unique Sign-in ID and password for access to discovery you validly subpoenaed, and you agree to be bound by the restrictions, policies, terms and conditions, and practices governing the website.
- Customer privacy is one of the Bank's highest concerns. Only the requesting party that has made a valid third-party subpoena request via legal order process may access the documents they requested, with disclosure solely to the court, parties to the case or their counsel.
- Any disclosure of the records transmitted via the third-party subpoena online portal, may constitute a violation of law.
- Any further disclosure of these documents outside the rules of discovery binding your legal matter is done so at the risk of the requesting party and those accessing this online portal.
- You agree that use of these documents will be limited to the case identified in your third-party subpoena, and that the disclosure is consistent with any legal/procedural limitations, such as Protective Orders.
- Only 1 third-party subpoena can be submitted at a time. If multiple third-party subpoenas are being served, each third-party subpoena must be submitted as a new request by selecting "Start a new subpoena case."
- Third-party subpoena online portal users must log into the third-party subpoena online portal every 180 calendar days to retain access.
- Bank of America, N.A. may remove your access to its third-party subpoena online portal at any time without advance notice.
- Bank of America, N.A. requires that you to give us 7 business days advance notice when you request to close your third-party subpoena online portal user account.