



REMOTE PUBLIC ACCESS TERMINAL PRIVACY POLICY

Access to the Colorado statewide Remote Public Access Terminal (RPAT) which permits a user access to the Judicial Department's system containing civil court documents through a web terminal is maintained by the Colorado State Court Administrator's Office. This terminal is intended only for electronic read-only access to court data, including, publicly available e-filed court documents. Any unauthorized attempts to upload or otherwise tamper with the information contained in this web terminal is strictly prohibited and may be subject to criminal prosecution including under the Computer Fraud and Abuse Act of 1984 as amended.

Access to the RPAT is monitored by the Office of the State Court Administrator through system audits, review of ad hoc queries, and reports. When a user obtains information through the RPAT, the web server automatically collects and stores the Internet Protocol (IP) address and the type of browser and operating system used to access the site. Other information collected includes a user's login ID, the dates and times of a user's access, all case and name/business searches, any documents accessed within the system, and other activity in the system needed to ensure appropriate use. Any information collected is used to maintain system security, troubleshooting, create management reports, and ensure the accuracy of billing inquiries, where applicable. All information collected is securely stored in the United States and will be kept according to the Department's data retention policy. Once the data retention period has expired, your information will be deleted.

To better serve our users we may use "cookies" to customize your browsing experience with us. Cookies are simple text files stored on your computer by your web browser. Cookies created on your computer by using this web site do not contain personally identifying information and do not compromise your privacy or security. You can delete the cookie file from your computer by using any of the widely available methods.



COLORADO STATE COURTS REMOTE PUBLIC ACCESS TERMINAL

User Agreement for Temporary Access to the Remote Public Access Terminal of the Colorado State Courts

THIS IS A LEGALLY BINDING AGREEMENT.

YOU MUST FULLY READ THIS BEFORE REMOTELY ACCESSING THE REMOTE PUBLIC ACCESS TERMINAL.

WHEREAS, the Colorado Courts have a Remote Public Access Terminal (RPAT) that allows users statewide read-only access to civil case filings; and

WHEREAS, the undersigned seeks read-only access to the RPAT; and

WHEREAS, the Colorado State Court Administrator's Office (SCAO), which maintains the RPAT, is willing to grant remote access to approved applicants.

NOW THEREFORE, the undersigned hereby understands and agrees to the following terms of use in exchange for being allowed read-only access to the RPAT from the SCAO:

1. I am remotely accessing a system that contains publicly available Colorado civil case filings.
2. I understand and agree that the information and court records that I obtain are to be used only for a valid or legal purpose.
3. I shall not use my access to the RPAT and court records in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A. 1681 et.seq., "FCRA"). I certify that I will not use any information obtained from access to the RPAT as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for residential tenant screening, for governmental licenses, or for other uses which are covered by FCRA.

4. I understand that access to records at courthouses is governed by other statutes, Colorado Supreme Court Rule, and a Chief Justice Directive.
5. I am being granted temporary access to the RPAT for 90 days. At the end of 90 days I must ask the Supreme Court librarian for another 90 days of access.
6. Proprietary Rights. I acknowledge and agree that Colorado Courts RPAT is protected by one or more copyrights pursuant to U.S. copyright laws and other intellectual property laws. I agree to abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any content on the RPAT. No portion of Colorado Courts RPAT may be decompiled, reverse-engineered, disassembled, leased, sold, distributed, reproduced or transmitted in any way without express written permission from the Judicial Department. I further acknowledge and agree that all rights, titles, and interests in Colorado Courts Remote Public Access Terminal shall remain with the Colorado Judicial Department or its Subcontractor(s) and that I WILL NOT violate such proprietary right(s). Any violation will result in the termination of this Agreement, deactivation of my remote access account, possible legal action, and/or other legal remedies.
7. I will have a password protected account with multi-factor authentication (MFA) enabled allowing me access to the RPAT. I understand that I am responsible for keeping track of my User ID and password used to authenticate to the RPAT, including the User ID and password of the email account used to register access to the RPAT. I'm solely responsible for maintaining the security and confidentiality of my User ID and password, and I will not share my password or User ID with others. I will promptly notify the State Court Administrator's Office IT Support if my User ID or password is compromised or made known to others with or without my consent. I understand that the SCAO will disable an account if it suspects unauthorized use of a User ID or password.
8. I am solely responsible for my access to the internet, my connectivity to the RPAT, my relationship with my Internet service provider, and any telephone or other connection and service fees associated with such access.
9. I understand that my use of the access to the RPAT is subject to the Remote Public Access Terminal Privacy Policy, attached hereto, including, but not limited to monitoring by the SCAO.

10. Indemnification. To the maximum extent allowed by law, I agree to indemnify and hold harmless the Judicial Department, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, incurred as a result of any act or omission by me or my employees, agents, subcontractors or, or assignees, related to accessing the RPAT pursuant to this Agreement.
11. Disclaimers and Limitation of Liability. THE RPAT AND ITS CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND MAY BE SUBJECT TO ERRORS, INACCURACIES OR OMISSIONS. THE COLORADO JUDICIAL DEPARTMENT, INCLUDING BUT NOT LIMITED TO ANY TRIAL COURT, ANY COURT OF APPEAL, THE SUPREME COURT, THE OFFICE OF THE STATE COURT ADMINISTRATOR, AND THEIR OFFICIALS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS (COLLECTIVELY, THE "JUDICIAL DEPARTMENT ENTITIES") MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RPAT OR ITS CONTENT, INCLUDING BUT NOT LIMITED TO THEIR COMPLETENESS, ACCURACY, TIMELINESS, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR FREEDOM FROM COMPUTER VIRUSES. YOUR ACCESS TO AND USE OF THE RPAT AND THE CONTENT ARE AT YOUR SOLE RISK. THE JUDICIAL DEPARTMENT ENTITIES ARE NOT RESPONSIBLE FOR ANY DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), LOSSES, CLAIMS OR LIABILITY, KNOWN OR UNKNOWN (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, USE OR DATA), ARISING OUT OF THE USE OF (OR INABILITY TO USE) THE RPAT, ITS CONTENT, OR ANY ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, THEFT, DESTRUCTION, DAMAGE TO COMPUTER SYSTEMS, OR UNAUTHORIZED ACCESS.
12. General. These Terms of Use constitute the entire agreement with respect to your access to and use of the RPAT and its Content. If any provision of these Terms of Use is unlawful, void or unenforceable, then that provision will be deemed severable from the remaining provisions and will not affect their validity and enforceability. The failure to enforce any provision in these Terms of Use will not constitute or be construed as a waiver of such

provision or of the right to enforce it at a later time. Colorado law, without regard to conflict of laws provisions, will govern these Terms of Use and any matter or dispute arising out of the RPAT or its Content. The state and federal courts located in Denver, Colorado will have exclusive jurisdiction over any dispute relating to these Terms of Use, the RPAT or its Content. These Terms of Use may be changed from time to time by posting a new version on the RPAT. Your continued use of or access to this Website after such changes constitutes acceptance of such changes.

13. By signing this Agreement, I am agreeing to be legally bound by all of the terms and conditions of this Agreement. NOTE: If you are acting as an employee, you agree that this Agreement will bind your employer and that you are authorized to do so.

Printed Name

Signature

Organization (if applicable)

Date