

## **TERMS OF USE**

### **What is the Rhode Island Judiciary Public Portal?**

The Rhode Island Judiciary Public Portal (the Public Portal) is a service maintained by the Rhode Island Judiciary (the Judiciary) to provide certain court case information to the public. As part of our continued efforts to make the courts more user-friendly, the information on the Public Portal is provided as a voluntary service to promote communication between the Judiciary and the public by allowing computerized access to certain information contained in court case files. Information from court case files in existence prior to 1988 may not appear on this service.

### **Who May Access the Public Portal?**

Access to and use of the Public Portal and its contents are permitted only by users who register on the Public Portal to access services provided by the Judiciary. The Public Portal may not be used to impersonate another person or misrepresent authorization to act on behalf of others. All information transmitted through the Public Portal website should correctly identify the sender; users may not alter the attribution of origin in electronic information or transactions. By registering, users certify that the information they provide is accurate and pertains only to them. Users are responsible for maintaining the confidentiality of the passwords they provide. Passwords should not be shared with any other person. Any other access to or use of the Public Portal or its contents is strictly prohibited.

### **What Information is Displayed on the Public Portal?**

The Public Portal is provided as an informational service only and **does not constitute and should not be relied upon as an official record and/or schedule of the court.**

Since personally identifying information is not included in this service, the information contained therein shall not be relied upon to confirm a person's identity or a person's criminal record for any purpose including, but not limited to, background checks or employment screening. Furthermore, only certain case information is accessible on the Public Portal. Court documents are not available via the Public Portal. Employees in the Clerk's Office will not confirm case content or other information contained in or referenced on the Public Portal over the telephone.

Every effort has been made to provide accurate information; however, the Judiciary makes no representations or warranties whatsoever as to the content of the information displayed on the Public Portal and disclaims any and all responsibility, including but not limited to, any inaccuracies, context errors, or omissions. The Judiciary does not and cannot warrant the results that may be obtained by the use of this Internet service or the contents therein. The user shall assume all risk and responsibility and neither the user, nor any third parties acting on behalf of or with the consent of the user, may rely upon any information contained in this Internet service. The Judiciary shall not be liable for damages associated with user reliance on information provided on the Public Portal.

All information provided by the Judiciary's system database through the Public Portal is provided "as is," with no warranties, express or implied, including the implied warranty of fitness for a particular purpose. The user shall hold the Judiciary harmless from any claims for losses, costs, damages, expenses, or liability which may arise out of or in connection with the use of this Internet service and the contents therein by the user and its successors, assigns, employees, agents, representatives, or any third party. In no event shall the Judiciary be liable for any damages, of any nature whatsoever, arising out of the use of, or the inability to use this Internet service. Unless expressly provided to the contrary, communications through this Public Portal shall in no event constitute a filing with any court or provide legal notice to any court including its agencies, officers, employees, agents, or representatives.

### **How is Use of the Public Portal Limited?**

The Public Portal is intended for use by the public for viewing information only. No user of the Public Portal may (1) take any action that imposes an unreasonable load on the site's infrastructure; (2) use any device, software, or routine to interfere or attempt to interfere with the proper working of the site or any activity being conducted on the site; (3) attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the site; (4) delete or alter any material posted by any other person or entity; or (5) frame or link to any of the materials or information available from the site. Unauthorized attempts to change the information on this website are strictly prohibited and may be subject to criminal prosecution under federal law (Computer Fraud and Abuse Act of 1996) and the Rhode Island General Laws.

When retrieving information from the Public Portal, users are prohibited from (1) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser; (2) aggregating, copying, or duplicating any of the materials or information available from the site except for the small amount of materials and information temporarily required for an ordinary single use of the site; or (3) accessing data not intended for such use.

Users are authorized to access, use, and copy case information available through the Public Portal only as necessary for the proper use of the site's online services. The information contained therein, including pages and content, may not be copied, distributed, modified, published, or transmitted in any other manner, including for use for creative work or to sell or promote other products. Violation of this policy may result in infringement of intellectual property and contractual rights of the Judiciary, or other parties, which is prohibited by law and could result in substantial civil and criminal penalties.

The Judiciary will not track or compile personal information about visitors to the Public Portal website. However, the Judiciary may discontinue, edit, delete, or change any aspect of the Public Portal, including, but not limited to: (1) restricting availability times; (2) restricting compatibility with certain computer software or hardware; (3) restricting amounts of use permitted; and (4) restricting, suspending, or terminating any user's right to use the Public Portal, at the Judiciary's sole discretion and without prior notice or liability.

## **How may I Contact the Judiciary with Questions or Concerns about the Public Portal?**

If you have any questions or feel that there is incorrect or inaccurate information contained in the database, please direct your inquiry to the Clerk of the appropriate court where the case was filed, along with the correct information. General questions or comments about this service should be emailed to [helpdesk@courts.ri.gov](mailto:helpdesk@courts.ri.gov).

## **TERMS AND CONDITIONS**

By utilizing this online payment system, you understand that if the information you have provided during this transaction is incorrect, or if errors have been made in completing the payment process, you are still responsible for paying all charge(s) on your account(s) by the payment due dates.

This is a single payment transaction and you are authorizing the debit or charge to your account for this transaction only. The online payment system does not retain credit and debit account information.

Payment will be posted to your case(s) on the following business day.

### **Superior, Family, and District Courts**

1. If you do not appear in court, or if your payment is not received by the court on or before the due date on your payment plan, or if you allow someone to make a payment on your behalf and that payment is not received by the court, the court may issue a Bench Warrant for your arrest. If a Bench Warrant is issued and you are subsequently arrested, you will owe an additional \$125.00 warrant fee to the State of Rhode Island, and you may be adjudged in contempt and sentenced to imprisonment. The court may also intercept your tax refund, suspend your license and/or registration if applicable, and deny the renewal of your license and/or registration if applicable.
2. Any bench warrant(s) on your case(s) will remain active unless and until payment in full is posted to your case(s), which will occur on the following business day after payment is made. It is your responsibility to ensure that your bench warrant(s) has been removed following payment; you should call the appropriate clerk's office to confirm the status of your warrant(s). The Judiciary shall not be liable for arrests made on outstanding warrants due to incorrect, illegal, incomplete, or unverified payments made through this online service.

### **Rhode Island Traffic Tribunal**

1. Payment prior to a court hearing – Under Rhode Island law, please be advised that by submitting payment online you are voluntarily entering a plea of **GUILTY** and admitting to the facts substantiating the violation(s) with the full understanding of the nature of the charges and consequences for pleading guilty. Furthermore, by submitting payment online, you are **WAIVING** your right to a trial or any other hearing by the Rhode Island Traffic Tribunal as to the violation(s) for which payment is submitted.
2. Payment after a court hearing – If you do not appear in court, or if your payment is not received by the court on or before the due date on your payment plan, or if you allow someone to make a payment on your behalf and that payment is not received by the court, the court may suspend your license and/or registration, intercept your tax refund, deny

the renewal of your license and/or registration, and/or issue a civil body attachment in the manner set forth in G.L. 1956 § 8-8.2-3 until the balance is paid in full.

Any body attachment and/or pending license or registration suspension on your case(s) will remain active unless and until payment in full is posted to your case(s), which will occur on the following business day after payment is made. You may also have a court ordered suspension on your case. Payment in full will not negate any court ordered suspension.

If a license or registration suspension has gone into effect on your case, the suspension will remain active unless and until payment in full is posted to your case(s), which will occur on the following business day after payment is made, **AND** you reinstate your license or privilege to operate at the **Division of Motor Vehicles**.

It is your responsibility to ensure that the body attachment and/or license or registration suspension have been removed following payment. Please contact the Rhode Island Traffic Tribunal at (401) 275-2700 to confirm the status of the body attachment and/or license or registration suspension. The Rhode Island Judiciary (Judiciary) shall not be liable for arrests made on an outstanding body attachment and/or license or registration suspension due to incorrect, illegal, incomplete, or unverified payments made through this online payment system.

### **General**

1. Your payment acknowledges that the information you provide is accurate and complete to the best of your knowledge.
2. Your payment also acknowledges that you understand your obligations and agree to utilize this website and all of the services accessible through this site in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions identified herein.
3. You alone are responsible for all transactions initiated and charges incurred when using the online payment system. The Judiciary is not liable for, nor can it protect you from, unauthorized use of the online payment system.
4. Unauthorized attempts to alter the information on the Judiciary's website and/or the online payment system are strictly prohibited and may be subject to criminal prosecution under federal law (Computer Fraud and Abuse Act of 1996) and the Rhode Island General Laws.
5. **Please print and retain a copy of your payment receipt for your records. Should there be a discrepancy, malfunction, or interruption of service related to the use of this service, you may be required to present your receipt as proof of payment.**

## **Privacy Policy**

1. In utilizing the online payment system, certain identifying information may be requested of you in order to verify and process your transaction(s).
2. The Judiciary makes every effort to maintain the privacy of confidential and/or personally identifiable information in its possession.
3. The Judiciary and any third party with whom the Judiciary contracts to provide payment processing services shall hold and maintain all confidential and personally identifiable information in strictest confidence.
4. Access to such information shall be carefully restricted to employees and third parties who require access in order to process your transactions.
5. Any affiliated third party service providers are prohibited from publishing, copying, reproducing, selling, assigning, licensing, marketing, transferring, giving, or otherwise disclosing to others or permitting the use by others of such personally identifying information unless required by law.

## **Use of Third Party Service Providers**

1. The Judiciary may contract with third party service providers in order to process payments made through this website without notice to you.
2. In accepting these terms and conditions below, you agree that all of these terms will result in benefiting such third parties.
3. Any third parties with whom the Judiciary contracts to provide services in connection with this online payment system or related services shall be obligated to protect the confidentiality of any and all information voluntarily supplied by you, in accordance with the privacy policy above.

## **Credit or Debit Cards**

1. In addition to submitting the account holder's card information, you will be asked to submit your credit or debit card number, as well as the CVV code (the last three digits at the end of the number listed on the back of your credit or debit card) and the month and year of the card's expiration.
2. By submitting your credit or debit card information, you represent and acknowledge that the information supplied is true, correct, and complete.
3. You agree and hereby authorize the Judiciary and/or any third party vendors to submit a request for payment to your credit or debit card company and you agree to pay the applicable charges, including applicable fees.

4. Payments made by credit or debit card are subject to a convenience fee which will vary in cost based upon the amount of the transaction plus a separate technology surcharge, both of which are non-refundable.
5. Payments rejected for insufficient funds or charged back to the Judiciary will result in the imposition of a \$25 processing fee being added to the outstanding balance. You may also be subject to additional judicial action or criminal prosecution as a result of a reversed or rejected payment.

### **Refund Policy**

1. No refunds shall be processed unless the party submitting payment can demonstrate that the payment was erroneously made or if the payment made was in excess of the amount due. As a result, you must print and retain a copy of your payment receipt for your records. Should there be a discrepancy, malfunction, or interruption of service related to the use of this service, you may be required to present your receipt as proof of payment.
2. The clerk's offices do not process or handle requests for refunds. If you believe that you are entitled to a refund of your payment, you must submit your request for a refund in writing to the Rhode Island Supreme Court Finance Office, Attention: Online Refund Request, 670 New London Avenue, Cranston, RI 02920. You must include your name and current address, telephone number, email address, the date of the payment, the approximate time payment was made, the summons/case number, the amount paid, the amount of the requested refund, and the reason for the refund. If this information is incomplete or incorrect, the Judiciary may not be able to process your request.
3. Upon review, a refund shall be issued to the paying party as long as there are no other outstanding obligations owed to the Judiciary by the party submitting payment. A check will be issued and sent to the paying party. If the payor, or the party on behalf of whom a payment is made, owes any costs, fines, fees, or other penalties to the Judiciary, any refund amount shall be applied to the outstanding balance(s).
4. Refund checks will be processed within five (5) business days after verification by the Rhode Island Supreme Court Finance Office and mailed to the paying party.

### **Disclaimers of Liability**

1. The use of the online payment system is solely at your own risk. The online payment system is provided on an "as is" or "as available" basis. The Judiciary expressly disclaims all warranties of any kind with respect to the online payment system (including, without limitation, the content and/or services offered) whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
2. Users shall hold the Judiciary harmless from any claims for losses, costs, damages, expenses, or liability which may arise out of or in connection with the use of the online

payment system and the contents herein by the user and its successors, assigns, employees, agents, representatives, or any third party.

3. In no event shall the Judiciary be liable for any damages, of any nature whatsoever arising out of the use of, or the inability to use this online service.