

REQUEST FOR ACCESS TO CASE INFORMATION

NAME	
STATE OR FEDERAL AGENCY/FIRM	
RHODE ISLAND BAR NUMBER, IF APPLICABLE	
ADDRESS	
TELEPHONE	
EMAIL ADDRESS	

You must email this form and the signed Rhode Island Judiciary Data Subscription Agreement (to follow) to:

HelpDesk@courts.ri.gov.

Rhode Island Judiciary Data Subscription Agreement

The Rhode Island Judiciary (“Judiciary”) administers a comprehensive electronic database of case information (“Database”) accessible through the Rhode Island Judiciary Public Portal (Public Portal). Following submission of a completed Rhode Island Judiciary Data Subscription Agreement (“Subscription Agreement”), the Judiciary may authorize attorneys, state or federal agencies and employees thereof, self-represented litigants, and the public (hereinafter “Subscribers”) access to the Database for use in performing the Subscribers’ official business. While the Judiciary recognizes that the Subscribers’ access to the Database is important to carrying out certain functions, the sharing of information contained therein must be consistent with the Judiciary’s policies governing access to and the dissemination of certain personal and confidential information contained in court records. This Subscription Agreement delineates the terms of the Subscribers’ access to and use of the Database and the records contained therein consistent with the Judiciary’s policies.

1.0 Definitions.

1.1 Confidential Document. A document that contains personal identifying information or information that is designated as confidential by federal or state law, court rule, court order, or case law but which is required to be filed with a court and made available to opposing parties in the case.

1.2 Database. The Database is an electronic collection of court records which is accessible through the Public Portal and is displayed as a register of actions or Docket. Access to the entries listed in the register of actions is based upon security rights and roles as further defined herein.

1.3 Docket. Listing of parties, case events, document filings, or other activities in a case set forth in chronological order.

1.4 Personal Identifying Information. Information of a confidential nature which can be used to identify an individual, including but not limited to, full social security numbers, taxpayer identification numbers, full dates of birth, license numbers, street addresses and credit card, bank or other financial account numbers and medical account identifiers.

1.5 Public Portal. Point of entry for Subscribers, made available on the Judiciary’s website at www.courts.ri.gov, to remotely access electronic case information from the Database.

1.6 Subscriber. An individual who has submitted a completed Subscription Agreement to the Judiciary at HelpDesk@courts.ri.gov and who has been issued a username and password to access the Database. The following are the types of subscriptions which may be available:

1.6.1 *Attorney Subscriber.* An attorney who is registered to use the Judiciary's electronic filing system (EFS) and who has entered an appearance in a case in which they are representing a party.

1.6.2 *Agency Subscriber.* An employee of an authorized state or federal agency that requires access to the Database in order to assist the state or federal agency in performing its lawful function. A state or federal agency may request authorization by submitting a written request to HelpDesk@courts.ri.gov.

1.6.3 *Self-represented Subscriber.* An individual who represents himself or herself in a proceeding before any court.

1.6.4 *Public Subscriber.* All others who are not an Attorney, Agency, or Self-represented Subscriber.

2.0 Access and Use.

2.1 Attorney Subscribers shall have access to all case information for cases in which they have entered an appearance, including access to Confidential Documents filed in those cases. An attorney shall no longer qualify as an Attorney Subscriber upon being suspended or removed from the Master Roll of Attorneys maintained by the Supreme Court Clerk's Office.

2.2 Agency Subscribers shall have access to all public electronic case information. Database access may not include case or document information that is sealed or confidential.

2.2.1 Each state or federal agency shall have a contact person(s) who is authorized to submit signed Subscription Agreements to the Judiciary at HelpDesk@courts.ri.gov for state or federal agency employees who require access to the Database.

2.2.2 The authorized contact person(s) shall send written notice to HelpDesk@courts.ri.gov when an individual employed by the state or federal agency shall no longer qualify as an Agency Subscriber due to the termination of his or her employment with the state or federal agency or when a change in duties and/or responsibilities no longer necessitates use of the Database.

2.3 Self-represented Subscribers shall have access to all case information in which they are a party, including access to Confidential Documents filed in those cases.

2.4 Public Subscribers shall have access to all public electronic case information. Database access does not include access to case or document information that is sealed or confidential.

2.5 Subscribers shall take reasonable precautions to guard against the risk of unauthorized access to, destruction, modification, or disclosure of information contained in the Database.

3.0 Conditions of Access.

3.1 Subscriber shall access the Database only as necessary to assist Subscriber in the efficient performance of the Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or other proceeding before any Federal, State, or administrative agency.

3.2 Subscriber's access to the database for personal or non-official use is prohibited.

3.3 Subscriber shall not share his/her username and password with any third party. Subscriber is responsible for access to the Database by any individual using Subscriber's username and password, whether or not such use was authorized.

4.0 Data Confidentiality and Dissemination.

4.1 Subscribers shall not disclose Confidential Documents or Personal Identifying Information from the Database to any third party except when necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, or administrative proceeding.

4.2 Subscribers shall take all appropriate action, whether by instruction, agreement, or otherwise, to ensure the protection, confidentiality, and security of Confidential Documents and/or Personal Identifying Information obtained from the Database.

4.3 The obligations of Subscriber with respect to the confidentiality and security of Confidential Documents or Personal Identifying Information shall survive the termination of this Subscription Agreement and the termination of their relationship with Subscriber.

5.0 Ownership.

The Judiciary is the owner of any and all information contained in the Database. Subscribers shall not copy for redistribution, delete, alter, or otherwise harm such information.

6.0 Database Availability.

The Judiciary shall make reasonable efforts for the Database to be available twenty-four (24) hours per day, seven (7) days per week; however, there may be times that the Database will be unavailable due to maintenance or for other reasons. Uninterrupted access to the Database is not guaranteed and time periods of availability may vary. The Judiciary will endeavor to notify Subscribers of the Database's unavailability as soon as practicable.

7.0 Limitation of Liability.

7.1 The Judiciary makes no warranty as to the accuracy or completeness of the information contained in the Database. Accordingly, Subscribers shall use the Database at their own risk and shall assume all responsibility for its use.

7.2 Subscribers agree to hold the Judiciary harmless from and against any claims or suits, including costs and reasonable attorney's fees that arise or result from the use of the Database.

8.0 Term and Termination.

8.1 Following receipt and review by the Judiciary of a fully executed Subscription Agreement, the Judiciary will issue a username and password to the Subscriber at which time this Subscription Agreement shall become effective. The Subscription Agreement shall remain in effect until it is terminated by either the Subscriber or the Judiciary upon written notice. The Subscriber shall send any notice of termination to the Judiciary at HelpDesk@courts.ri.gov.

8.2 The Judiciary reserves the right to immediately suspend, modify, or terminate a Subscriber's access to the Database at any time should it be determined that the Subscriber has failed to follow the terms of this Subscription Agreement or if the terms of the Subscriber's access as set forth in Section 2.0 herein are no longer valid.

9.0 Fees.

The Judiciary reserves the right to charge reasonable access fees at such time that it is deemed appropriate. Prior to implementing such charges, all Subscribers will be notified in writing and given the opportunity to cancel this Subscription Agreement.

10.0 Governing Law.

This Subscription Agreement shall be governed by the laws of the State of Rhode Island.

11.0 Entire Agreement.

This Subscription Agreement represents the entire understanding between the Subscriber and the Judiciary with respect to the Subscriber's access to the Database and supersedes any prior agreements or understandings, whether written or oral. The terms of this Subscription Agreement may not be waived, altered, modified, or supplemented except by written agreement of the Parties or as otherwise indicated herein.

Subscriber Signature

Date

NAME	
STATE OR FEDERAL AGENCY/FIRM	
RHODE ISLAND BAR NUMBER, IF APPLICABLE	
ADDRESS	
TELEPHONE	
EMAIL ADDRESS	

For Office Use Only

DATE RECEIVED	
APPROVED/DENIED	
NOTIFICATION SENT	
USERNAME ASSIGNED	
PASSWORD ASSIGNED	
HELP DESK TICKET NUMBER	
RECEIVED FROM (EXTERNAL AGENCIES ONLY)	