

USER ACKNOWLEDGMENT FORM

JD-ES-251 Rev. 4-18
C.G.S. §§ 54-142a, 54-142e



Instructions to Person Receiving Information from the Judicial Branch Information Technology Division

1. Complete this form and mail original with payment, if required, to:
State of Connecticut, Judicial Branch
Fiscal Administration,
90 Washington Street, 4th floor
Hartford, CT 06105-4406

2. Please be advised that your request for service cannot be processed until this form and any payment required is received by the Judicial Branch.

The User acknowledges that (1) the Judicial Branch's computer file containing court information is not always the official court record in these cases and that due to delays in data entry and/or data entry errors, the computer file may contain errors, omissions, or information that is not disclosable, (2) when the court's paper file is the official case file, the paper file is the most accurate record of court proceedings, (3) it is the responsibility of the User and/or its subscribers, customers, clients or other third parties to confirm either independently or from the court's paper file (when the paper file is the official court file) that information obtained from the Judicial Branch database is accurate, current and disclosable, (4) the Judicial Branch recommends that the User resolve any discrepancies between the court's paper file (when it is the official case file) and the information obtained from the database in favor of the court's paper file, (5) information identifying a party protected by a restraining order or a foreign protective order will not be provided, and (6) the Judicial Branch reserves the right to change its policy regarding access to the computer file and may alter and/or terminate this agreement upon thirty (30) days written notice.

In addition, User agrees to the following:

1. User agrees to comply with all applicable laws and rules governing the confidentiality of any data provided by the Judicial Branch and also to comply with any applicable Judicial Branch confidentiality policies that may be in effect during the term of this Agreement, provided that notice of such policies has been provided.
2. User shall not misrepresent the data provided, or any portion thereof, and shall not use the data provided, or any portion thereof, for any tortious, criminal or other unlawful purpose.
3. To the extent permitted by law, the User agrees, without costs to Judicial, to defend, indemnify and hold harmless the Judicial Branch, its officers, agents and employees, against all claims, demands, suits, losses, damages, penalties, expenses and liabilities (including reasonable attorney's fees and all costs incurred) arising from the User's use of the data provided. The terms of this provision shall survive the expiration or termination of this agreement.
4. User agrees not to use the data to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than its own existing customers.
5. User agrees not to sell or redistribute the data except insofar as it has been incorporated by the User into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service used by other parties.
6. Users who purchase records of criminal matters of public record shall, prior to disclosing such records, (a) purchase from the Judicial Branch any available updates concerning matters that have been erased pursuant to section 54-142a of the Connecticut General Statutes, (b) update its record of criminal matters to permanently delete such records, and (c) not further disclose such erased records. C.G.S. § 54-142e.
7. Users who purchase records of infractions convictions understand that they are not criminal convictions and shall not misrepresent them as criminal convictions.

I have read/had read to me and I understand and agree to all the terms and conditions stated in the above User Acknowledgment Agreement. I understand that the User's right to obtain or use the information provided may be terminated if the User does not comply with the above terms and conditions.

Please type or print

Approved by			Title
	, Duly Authorized		
Business name			E-mail address
Address			Phone number
			Fax number
Signed			Date