

Media Portal Access Request and Terms of Use Agreement

This Media Portal Access Request form is to provide access into Tyler’s Press Review Tool (“PRT”) and to set the Terms of Use Agreement (“Agreement”) that is entered between the Superior Court of California, County of Butte (“Court”) and _____, a media representative from _____ (“Organization”). This Agreement is effective on the date of the signature of the Court’s approver.

Access to the PRT for pre-filed documents may be established for authorized users upon approval and set-up of user accounts through the Court. The Court shall audit Accounts annually, and any Accounts that the Court is not able to validate within 30 days shall be immediately terminated by the Court. Reestablishment of an Account so terminated will be available upon written communication of an individual representing a media organization.

Instructions:

1. Review the entire document (3 pages).
2. Fill in all requested information and sign the document.
3. Return the signed document to:

Superior Court of California, County of Butte
ATTN: Information Technology Department
1 Court Street
Oroville, CA 95965
Or via email: webmaster@buttecourt.ca.gov

***** A separate Request and Agreement must be submitted for each individual. *****

Media Portal Use and Agreement

Use

The purpose of this Agreement is to memorialize the parties’ understanding with regard to Organization’s access to the Court’s Civil Unlimited Media Portal using Tyler’s Press Review Tool (“PRT”). Subject to the conditions herein, the Court grants to Organization online access to the PRT for official use only. Account sharing or use for any other purpose shall be grounds for immediate termination of the Account and possible legal action.

Overview

The PRT is designed to allow news media to access certain civil data and documents, including civil complaints of unlimited jurisdiction that have been received from a litigant or attorney for electronic filing by the Court. The information provided by and obtained from this website does not constitute an official record of the Court. Any user of the information is hereby advised that the information is provided as-is and that it may be subject to error or omission. The data and documents accessible via the PRT may not have been reviewed by Court staff. The user acknowledges and agrees that the Court is not liable in any way whatsoever for the accuracy or validity of the information provided.

Liability

The Court assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any data transmitted over or stored on the Portal. The Court accepts no responsibility or liability for the loss or non-delivery of any data stored on the Portal.

Passwords

All passwords shall remain strictly confidential to each individual. Individuals are prohibited from the unauthorized use of the passwords of other individuals to gain access to other individual's PRT accounts. Individuals shall not reveal their passwords to any individual. Court or Tyler staff will never ask an individual for their password.

Individuals shall not leave any computer they are authorized to access unlocked and unattended or potentially usable by some other person.

Confidentiality and Agreement

I acknowledge and agree, on my own behalf, and on behalf of the media agency or employer listed above, that I shall not knowingly report on or otherwise publicize or disclose the contents of any confidential content that may have been deposited in the PRT. For purposes of this Agreement, the term "confidential content" includes, but is not limited to, any document that: (i) contains personal identifying information as that term is defined in California Rule of Court 2.503(e)(2); (ii) has been sealed by Court order; (iii) is the subject of an application for sealing pursuant to California Rule of Court 2.550; (iv) has been marked or designated by the filing party as "Confidential" or "Filed Under Seal" at the time of filing; or (v) is deemed confidential as a matter of law, without regard to whether it is so marked or designated by the filer. I further agree to return to the Court, and not release, disclose, or retain any copies of, any confidential contents thereof or act in any manner that may otherwise compromise its confidentiality.

I understand that personal identifying information, as defined in Rule of Court 1.201(a) and 2.503(e)(2), includes, but is not limited to, the following:

- Social security numbers
- Financial account numbers
- Driver's license numbers
- Medical or psychiatric information
- Other personal identifying information

I acknowledge and agree that Court personnel may from time to time monitor my access to the PRT to ensure that I adhere to the Court’s confidentiality and privacy policies and that I further understand that the Court may reserve the right to withdraw any access privileges I may be granted in the event the Court determines, in its sole discretion, that I or anyone else affiliated with the media agency or employer listed above have not complied with the Court’s confidentiality and privacy policies, or have otherwise abused access privileges.

I further acknowledge and agree that I and the media agency or employer listed above shall be solely and exclusively responsible for all liability, damages, costs, penalties, or fees, of any nature and in any amount, assessed or imposed as a result of my or the media agency or employer above dissemination of any confidential content thereof.

I further acknowledge and agree to indemnify, defend, and hold harmless the Superior Court of California, County of Butte, its judicial officers, and employees, both past and present, for any disputes that may arise out of the viewing and dissemination of documents accessed under this agreement.

Finally, I hereby certify that I am authorized to accept and to agree to all of these terms, and to make the acknowledgments and agreements above, on my own behalf, as well as on behalf of the Organization listed above, and that all participating personnel in the Organization who will gain information through my access the PRT will be informed of and will abide by these acknowledgments and agreements, as well as any additional rules or restrictions that may be imposed by the Court.

It is so agreed, effective the date as signed by the Media Organization’s representative below.

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

Email for accessing Media Access Portal and for notifications: _____

NOTE: Email domain must match the domain of the press website or access will be denied.

COURT USE ONLY:

Approved by: _____ Date: _____

If revoked, date and reason: _____