Subscription Agreement

This agreement is made by and between the Asotin County Clerk (Clerk), and the below-identified Subscriber (Subscriber) regarding electronic access to publicly available court records via the Clerk's electronic case and document management system web portal.

The Clerk reserves the right to change the subscription fees and/or the **Terms and Conditions** of this agreement with 30 days advance notice.

Publicly available court records accessible with a subscription include Criminal, Civil, Domestic, Probate/Guardianship and Juvenile Offender. Additionally, elevated access allowing access to confidential court records is available to attorneys of record as long as there is a Notice of Appearance filed in each case.

By signing this agreement, the undersigned Subscriber affirms his/her understanding and responsibilities and agrees to the following **Terms and Conditions:**

1. I understand and agree that only publicly accessible court records identified in this agreement are available on the web portal unless I am an attorney of record and have been granted elevated access to confidential court records.
2. I agree that once I withdraw from a case, I will no longer have the same access to the case information and documents as I did as the attorney of record.
3. I understand that I may have access, read or handle confidential information to the extent required in, and for the purpose of, performing my assigned duties if I am the attorney of record or as an officer of the court.
4. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained from portal while I am an employee of any agency or the attorney-of-record, in the course of my employment, or as an officer of the court.
    a. I may divulge confidential information to the judicial officers, authorized court employees, and authorized employees of my agency/firm as necessary to perform my job duties.
    b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
    c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
    d. I will use the data or information for legitimate purposes in the ordinary course of business.
    e. After I leave the employment of my agency/firm, I may not divulge confidential information obtained during the course of my employment.
5. I understand and agree that the Clerk does not knowingly display court records that are statutorily confidential, court ordered sealed, or are otherwise restricted pursuant to state and/or local court rule. If I discover a court record containing statutorily confidential, court ordered sealed or restricted information pursuant to state and/or local court rule on the web portal to which I have not been granted elevated access. I agree to maintain confidentiality, restrict access, and immediately notify the Clerk.
6. I understand and agree that the Clerk does not warrant, express or implied, that the data or information is accurate, current, correct, or complete; makes no representations regarding the identity of any persons whose name appear in the court records; and, does not assume any liability whatsoever resulting from the release or use of the data or information obtained from the web portal. It is expressly understood and agreed that it is the responsibility of the Subscriber to verify the data obtained under this agreement by personally consulting the Clerk's Office.
7. I understand and agree that the Clerk will endeavor to provide continuous operation of the web portal; however, access may be interrupted during such other periods of remedial maintenance as

may be required either by the Clerk or the AOC. The Clerk will make every attempt to provide advance notice of scheduled maintenance.

8. I understand and agree that the Clerk reserves the right to reduce or limit subscriber access to the web portal during unusual circumstances such as, but not limited to, emergency production requirements mandated by law, intrusions against security regulations and to limit or avoid adverse operational impacts. I further understand and agree that no reduction in fees shall be due for any interruption in services.
9. I understand and agree that following execution of this agreement, the Clerk will, via AOC set up electronic access and assign a username and temporary password to each user; each user must provide a unique email address. The Clerk agrees to provide reasonable email consultation (scclerk@co.asotin.wa.us) on specific problems or questions that arise in the use of the subscriber service. However, the Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
10. I understand and agree that there is an annual fee of $120.00 per user and shall be paid annually by December 1 thereafter. If service starts after December 1, service will be pro-rated.
11. I understand and agree that I cannot disseminate the username and password issued by the Washington State Administrative Office of the Courts (AOC) and further understand and agree that the username and password are for use by the undersigned Subscriber.
12. I understand and agree to the annual subscription fee and due dates outlined in this agreement.
13. I understand and agree that if any of the **Terms and Conditions** of this agreement are knowingly violated, the Subscriber will be subject to immediate revocation of access to the web portal and any subscription fee previously paid will be forfeited.

_____ _____

Signature Date

_____ _____

Print Name Job Title

_____

Name of Employer/Law Office

Authorization of Access to the Odyssey Portal

_____ is authorized access to the Odyssey Portal for this court.

_____ _____

McKenzie A. Campbell, Asotin County Clerk Date

APPROVED AS TO FORM

Benjamin C. Nichols WSBA #23006
Asotin County Prosecuting Attorney