

REGISTRATION AGREEMENT TO VIEW RECORDS ONLINE FOR VOLUSIA COUNTY CLERK OF COURT (CLERK)

*Name of Registered User: _____ *Required

Email Address: _____

*Address: _____ *Required

*City/State/Zip: _____ *Required

Phone Number: _____

Do you currently have an Internet Access account with the Clerk of Court?

No Yes If yes, please provide your current login ID: _____

Cases for Party Viewing: _____

Name of Business Entity for Officers, Owners or Employees: _____

*Bar Number for Attorneys: _____ *Required for attorney of record access

1. This Agreement is for viewing electronic court records as authorized pursuant to the current version of the Standards for Access to Electronic Court Records and the Access Security Matrix:

- A Registered User (not a party to a case and not an attorney of record) (**notarization not required**)
- A party to a case (includes Registered User Viewing) (**requires notary or oath**)
- An officer, owner or employee of a business entity named as a party with authority to view such court records (includes Registered User Viewing) (**requires notary or oath**)
- An attorney of Record (includes Registered User Viewing) (**requires notary or oath**)

2. Registered User affirms the contact and other information on the Request Form above is correct.

3. Clerk Responsibilities

- a. Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
- b. Clerk will notify Registered User of a unique login ID and password, with directions on how to change the password and a unique PIN or Party ID number, if applicable. Contact clerk@clerk.org for help with the site.

- c. Clerk will maintain and modify the site as required by the current Florida Supreme Court administrative order authorizing electronic access to court records.

4. Registered User Responsibilities

- a. To ensure that only Registered User has knowledge of the assigned login ID and password.
- b. To prohibit any person or entity other than Registered User from accessing the site.
- c. To immediately notify Clerk if Registered User discovers that the assigned password is known by another person (whether used or not) so the existing login ID may be deactivated and replacement login information issued.
- d. To provide updated contact information or, for parties, updated case information by submitting a new Registered User Agreement to View Records Online.
- e. To the extent that registered user is authorized to have access to confidential information under the Access Security Matrix, registered user agrees to protect such confidential records and information viewed pursuant to this agreement in accordance with all applicable rules and statutory requirements.
- f. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.

5. Limitations of Liability

- a. Registered User releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (1) interrupted service of any kind; (2) Registered User's equipment; (3) use of, or viewing of, electronic court records; (4) registered user's unauthorized public disclosure of confidential information available to the registered user under the Access Security Matrix and access as provided in this Agreement.
- b. Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or the Clerk's employees and agents or of the Registered User's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or Registered User as set forth in section 768.28(5), Florida Statutes.

6. This Agreement, regardless of where actually accepted or delivered, is deemed to have been accepted and delivered by the parties in the State of Florida and any dispute arising from it will be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement will be maintained in the county where the subject court records are maintained.

7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to the address provided on the Party Request Form.

8. Termination and Other Remedies

- a. If Registered User breaches the provisions in this Agreement, the Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity.
- b. This Agreement will be terminated immediately if funding is withdrawn for any reason. Registered User acknowledges that the Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement.

9. If any part of this Agreement is found to be invalid, then it will have no effect, but the remaining provisions will continue in full force and effect.

_____ Date: _____
Registered User Signature

State of _____

County of _____

Sworn to and subscribed before me on _____

_____ (seal)
Notary Public/Deputy Clerk

____ Personally known
____ Produced ID _____

Completed form can be emailed to:

clerk@clerk.org

or mailed to:

Clerk of Court- Information Technology
PO BOX 6043
DeLand, FL 32721-6043