



## Superior Court of San Benito County Civil Unlimited Media Access Portal TERMS OF USE AGREEMENT

This Terms of Use Agreement (“Agreement”) is entered between the Superior Court of California, County of San Benito (Court) and \_\_\_\_\_ (“Organization”) and is effective on the agreement signing date.

1. **Purpose.** The purpose of this AGREEMENT is to memorialize the parties’ understanding with regard to Organization’s access to COURT Civil Unlimited Media Access Portal (“Media Access Portal”). Subject to the conditions herein, COURT grants to Organization online access to the Media Access Portal for official use only.

2. **Overview.** The Media Access Portal 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 Media Access Portal 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.

3. **Agreement.** I acknowledge and agree on my own behalf, and on behalf of the media agency or employer listed above and participating personnel, that I shall not knowingly report on or otherwise publicize or disclose the contents of any Confidential Complaint that may have been deposited in Media Access Portal. For purposes of this Agreement, the term “Confidential Complaint” includes, but is not limited to, any civil unlimited complaint or accompanying 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 to retain any copies of, any Confidential Complaint or the contents thereof.

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

- Account numbers
- Addresses, e-mail addresses, and phone number of parties, victims, witnesses, and court personnel
- Criminal identification and information and National Crime Information numbers
- Dates of birth
- Driver’s license numbers
- Financial information
- Medical or psychiatric information
- Social security numbers

I understand that complaints or accompanying documents that are deemed confidential as a matter of law include, but are not limited to, the following:

- Applications to identify defendants, and related certificates of corroborative facts, filed in connection with a complaint alleging sexual abuse of a minor, Civ. Proc. Code § 340.1
- Complaints alleging violation of the False Claims Act, Gov't Code § 12652
- Complaints alleging violation of the Insurance Code, Ins. Code § 1871.7
- Complaints seeking confidential treatment under the Election Voter Registry Law, Elec. Code § 2166
- Family conciliation court petitions, Fam. Code § 1818(b)
- Initial fee waiver application, Rule of Ct. 3.54
- Name change petitions and confidential information forms filed pursuant to California's Safe at Home Program, Civ. Proc. Code §§ 367.3(b) & 1277
- Unlawful detainer cases, Civ. Proc. Code §§ 84(a)(4) & 1161.2

I acknowledge and agree that COURT personnel may from time to time monitor my access to the Media Access Portal 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 Agreement, assessed or imposed as a result of my or the media agency or employer above dissemination of any Confidential Complaint or the contents thereof.

I further acknowledge and agree to indemnify, defend, and hold harmless the Superior Court of California, County of San Benito, 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 acknowledgements 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 access the Media Access Portal will be informed of and will abide by these acknowledgements 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.

\_\_\_\_\_  
Date:

BY: \_\_\_\_\_  
Signature  
Media Organization Representative

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

**Please submit completed form by mail or email to:**  
 Superior Court of California, County of San Benito  
 Attn: Resource Team  
 450 Fourth St  
 Hollister, CA 95023  
[resourceteam@sanbenitocourt.org](mailto:resourceteam@sanbenitocourt.org)