

USER AGREEMENT

As a condition of Your access to and use of the Municipal Court's Internet Portal (including the City's data processing services, CSMART, eQuery applications, and other similar systems), You ("You" or "User") understand and agree to maintain the trust placed in You by the City ("City" or "Us" or "Our") and You further agree that You will only access and use the Internet Portal in a lawful and appropriate manner as further described in this User Agreement. Your use of the Internet Portal constitutes Your agreement to all such terms, conditions, and notices described in this User Agreement.

A. System Information and Disclaimers

There may be a delay between court filings, judicial action, bond information or activities, and the posting of such data on the Internet Portal. The delay could be at least twenty-four hours, and may be longer. The User is hereby notified that any reliance on the data displayed on the screen is at Your own risk and liability. Users of this Internet Portal agree that the City is not liable for errors or omissions for any of the information provided on the Internet Portal. The City shall have no liability to organizations, Users, or any third party (including, without limitation, User's clients or customers, if any) for any claim based upon misuse of Registration Information or misuse of data available on the Internet Portal, or for any damages arising from access to or use of the Internet Portal or the data therein. "Registration Information" shall mean and include, without limitation, the User's account and log-in information, User ID, and password to access the Internet Portal. Accordingly, You acknowledge and understand that Your use of the Internet Portal is at Your own risk and that Your agreement to this paragraph is a material inducement to the City's decision to make the Internet Portal available for Your access and use.

B. Appropriate Uses

You consent to access and use the Internet Portal subject to the following limitations, which are presumed to be the appropriate manner of access and use of the Internet Portal (collectively "Appropriate Uses"):

1. as instructed by the Court and in a manner consistent with the letter and spirit of such instructions;
2. to the extent permitted by law, court order, and this User Agreement;
3. in connection with authorized business; and
4. to access data to which you have specific authorization -- Specific authorization will be presumed to have been granted where the User's current or prospective client has requested the User to initiate or conduct any activities in the Internet Portal; actions in connection with bonding or representing a current client; actions in connection with fulfilling administrative duties for a current or former client; and other written authorization granted by a party with authority to grant such authorization.

C. Prohibited Uses

Upon accessing and using the Internet Portal, You agree not to abuse the Internet Portal or otherwise cause any harm that impairs, damages, degrades, disrupts, interrupts, overburdens, compromises, disables, or otherwise inhibits or interferes with the Internet Portal and its use by others (collectively "Prohibited Uses"). Examples of Prohibited Uses include, but are not limited to, the following actions:

1. any action that compromises or attempts to violate the security of the Internet Portal, including but not limited to attempted access of any data or account that You are not expressly authorized to access; and posting, uploading, transmitting, sending or otherwise making available on or through the Internet Portal any software disabling devices, time bombs, Trojan

- horses, cancel bots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature;
2. any means or manner of accessing or attempting to access the Internet Portal by any means other than through the interface that the City provides. Prohibited means or manners of access or attempted access of the Internet Portal include, without limitation, the use of scripts, bots, cheats, macros, crawlers, or any form of auto-responder; engaging in meta-searching or periodic caching of information, to access or use the Internet Portal; and the use of any other automated process or means to use or access the Internet Portal;
 3. any means or manner of accessing or attempting to access the Internet Portal that are designed to, intended to, or are reasonably likely to disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, alter, tamper or interfere with, the Internet Portal or related information technology resources including without limitation any record, content, communications, messaging, programming, hardware, functionality, security, or features on Our networks, servers or databases;
 4. attempts or actual willful destruction or alteration of any data or record maintained in electronic form or otherwise available in the Internet Portal;
 5. any actions intended to or reasonably likely to impede or interfere with others' access or use of the Internet Portal, in any way or by any means, whether remotely or by access to the City's property, premises, information technology systems or equipment, including, without limitation, by using administrator passwords or by masquerading as an administrator; and
 6. for any purpose, through any method or manner of access, or any use that is unlawful, prohibited by, or inconsistent with this User Agreement and any laws, rules, regulations, or notices from the City.

ANY ATTEMPT (WHETHER SUCCESSFUL OR UNSUCCESSFUL) TO PERFORM ANY OF THE PROHIBITED ACTS DESCRIBED IN THIS USER AGREEMENT, OR TO OTHERWISE UNDERMINE OR COMPROMISE THE OPERATION OF THE INTERNET PORTAL, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE OR A VIOLATION OCCUR, THE CITY RESERVES THE RIGHT, IN ADDITION TO ITS OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH USER OR ORGANIZATION TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

D. User Responsibilities

As a condition of access to the Internet Portal, You acknowledge and agree to the following User responsibilities:

1. You will be solely responsible for maintaining the confidentiality of Your Registration Information. You will protect the Registration Information and the access it allows.
2. You will not share or disclose the Registration Information, including the User ID and password, to anyone outside of your organization. You may only authorize or permit your representative working on your behalf to access or use Your Registration Information or the Internet Portal by use of Your Registration Information. The Registration Information, including the User ID and password, may be monitored for compliance with this Agreement.
3. You may not access or use anyone else's Registration Information, or access or use the Internet Portal by use of anyone else's Registration Information.
4. You may not sub-license, transfer, sell, rent or assign Your Registration Information to any third party without the prior, written approval of the Director of the City of Houston Municipal Courts Department or his/her designee ("Director"). Any attempt to do so will be null and void and shall be considered a material breach of this User Agreement.

5. The User, including an organization, must update the Registration Form with any change in User's or organization's contact information including, but not limited to, changes of address, legal name, phone or facsimile number(s), e-mail address, withdrawal of one or more Users from the organization, or any other information known by the User or organization that is part of User's or organization's contact information and Registration Form.
6. You will promptly (e.g. within 24 hours) report to the Internet Portal administrator to have Your password changed when You suspect that it is compromised (for example, in the event of a loss, theft or unauthorized disclosure or use of Your Registration Information). An organization is solely responsible for maintaining and updating the Registration Information, including the organizational User IDs and passwords, if any, used to access the Internet Portal in accordance with applicable requirements as set forth herein and on the Internet Portal.
7. Users and organizations agree to assume all risks and liabilities associated with accessing data available from the Internet Portal, including any unauthorized or unlawful use, disclosure, or release of any personal or private data, any information deemed by law to be confidential, or any information where the use or disclosure of such information is otherwise protected or restricted by law (collectively "Protected Information"). If a User or Organization discovers or has reason to believe an unauthorized or unlawful use, disclosure, or release of Protected Information has occurred or is likely to occur, the User or Organization shall (a) immediately (e.g. within 8 hours or less) notify the Internet Portal Administrator in writing; (b) comply with all applicable federal, state, and local laws; (c) take reasonable steps to remedy the incident and prevent its reoccurrence; and (d) reasonably assist and cooperate with the Internet Portal Administrator and Director to address the situation, including assisting the City in investigating and assessing the extent and nature of the situation.
8. You are solely responsible for all access or visitation to, usage of, or activity on, Your account, profile, or Registration Information including, but not limited to, use of the account or profile by any person who uses Your Registration Information, with or without authorization, or who has access to any computer, mobile or other device on which Your account, profile, or Registration Information resides or is accessible.
9. Organizations are solely responsible to control all Registration Information, including User IDs and passwords assigned to Users by the organization. The Internet Portal Administrator may immediately suspend access to the Internet Portal for a User or an organization if the Director suspects unauthorized use of any Registration Information or in the event of an activity that might compromise the Internet Portal.
10. You will be held responsible for any actual or attempted security breach traceable to Your Registration Information. Organizations will also be held responsible for any actual or threatened security breaches traceable to the organization or its employees, agents, or personnel.
11. Without further notice to the User or organization, the Internet Portal Administrator will disable an account or access to or use of the Internet Portal in the event that any of the following events occur or the Internet Portal Administrator suspects the events have occurred:
 - a. unauthorized use of Registration Information;
 - b. any User or organization activity that may compromise the Internet Portal or appears to otherwise violate this User Agreement; or
 - c. if Registration Information, including a User ID or password, is compromised in any way.
12. Your signature on this User Agreement is an acknowledgement that You have read and accept the terms and conditions of this User Agreement. Knowingly gaining access to this Internet Portal, in violation of this User Agreement, may result in immediate termination and revocation of access, and penalties under applicable laws and statutes.

City of Houston, Municipal Courts Department

User Agreement Signature Page

Signature: _____

Acknowledged this _____ day of _____, 20_____

Printed Name: _____

Organization Name: _____

License or Barcode Number: _____

Business Address: _____

Email Address: _____

Business Phone Number: _____

Cell/Mobile Phone: _____