

# SMITH COUNTY ATTORNEY WEBACCESS



## Smith County, Texas Attorney WebAccess System Subscription Agreement

By execution of the attached Subscription Agreement Signature Page, a duly licensed attorney in good standing with the State Bar of Texas (*hereinafter* "Subscriber,") enters into this Attorney WebAccess System Subscription Agreement with Smith County, Texas.

Subscriber desires to access, via internet or web connection, certain public Smith County District Clerk, records, data and files, which records, data and files are held and maintained by, respectively, the Smith County District Clerk (the "Custodian"). County will provide Subscriber with individual password-restricted access to the information described herein, under the terms and conditions set forth herein.

### **1. WEB-BASED ACCESS TO CASE RECORDS, TERM AND TERMINATION.**

#### **1.1 Access.**

A Smith County Attorney WebAccess System provides each Subscriber with access to certain Smith County District Court (Civil, Family, and Criminal) case records by way of an online portal maintained by Smith County. Through the portal, Attorney WebAccess Subscribers may view certain public case information, including financial information and court documents. Each Subscriber may print unofficial copies of any court document the Subscriber accesses. The Smith County District Clerk shall serve as the Attorney WebAccess System Administrator (*hereinafter* "System Administrator") with responsibility for Subscriber account creation and for assigning and emailing to each Subscriber an individual user ID and password.

#### **Exceptions to Access**

The Subscriber agrees and understands that access under this Agreement is limited to case records/information that any member of the public could, upon request and payment of applicable copy fees, view or copy in person at the office of the applicable "System Administrator". No access will be provided under this Agreement to any case record/information that is not publicly accessible. Non-publicly accessible information includes, but is not limited to, information sealed by court order or otherwise confidential by law. The Custodian may, without limitation and without notice to Subscriber, restrict access to any non-publicly available records, data, or files, or portions thereof.

The Subscriber further agrees that the "System Administrator" may, without limitation and without notice to Subscriber, restrict access to any other records, data, or files, or portions thereof that the applicable "System Administrator" deems security-sensitive.

### **1.2 Ownership of Information.**

The Subscriber agrees that information accessed through this Agreement consists of records that by law are held, maintained, and subject to the control of the legal "System Administrator" of those records (District Clerk: District Court and District Clerk records,). The Subscriber further agrees and understands that a Subscriber has no right of ownership in or control of any records, data or files, or other information accessed pursuant to this Agreement.

### **1.3 Term.**

This Agreement shall become effective on the date the Subscriber's account is created. It shall terminate one (1) year from the date of creation. A Subscriber may renew this Agreement for additional terms by providing, before the end of the then-current term, System Administrator (Smith County District Clerk) with both written notice of intent to renew and the applicable renewal fee. A Subscriber who does not provide such notice and the requisite fees before the end of the then-current term may subscribe again by executing a new Subscriber Agreement (and paying all applicable fees), provided his/her previous subscription was not terminated under Section 1.5 below.

### **1.4 Termination by Written Notice.**

This Agreement may be terminated by either party upon written notice to the other party.

### **1.5 Automatic Termination.**

The County may, without notice, terminate a Subscriber's use of the WebAccess system if a Subscriber fails to comply with any of the terms or conditions of this Agreement.

## **2. COST, BILLING, AND PAYMENT.**

### **2.1 Fees.**

The subscription fee for each year subscription term is \$50, is nonrefundable, and may be paid in cash or by check made payable to "*Smith County District Clerk.*" The Subscriber must fully complete and sign the attached Subscription Agreement Signature Page and submit it, along with the \$50.00 subscription fee payment, to the Administrator (Smith County District Clerk) at the address specified below.

**No refunds of subscription fees shall be made regardless of whether this Agreement is terminated prior to the end of any term.**

If mailing payment, please mail to:

If paying in Person: 100 N. Broadway, Suite 204, Tyler, TX 75702

## **2.2 Fee Change Preceding Commencement of Renewal Term.**

In the event the County elects to change the subscription fee, the System Administrator (District Clerk) will send notice of the new fee amount to all current Subscribers via the email address provided on the Subscription Agreement Signature Page. Any Subscribers who later elect to renew their subscription may do so only by paying the new fee amount.

## **3. EQUIPMENT AND SYSTEM REQUIREMENTS.**

### **3.1 System Requirements and Procedures.**

The Subscriber shall comply with any specific system requirements, whether hardware, software, or otherwise, as may be required by Smith County to participate in this Agreement.

### **3.2 Equipment.**

The Subscriber is responsible for his or her own computer equipment and internet access provider. Each Subscriber shall be responsible for assuring the proper use, maintenance, and supervision of his or her equipment.

## **4. INDEMNITY, SECURITY AND INFORMATION INTEGRITY.**

### **4.1 Indemnity and Release of Liability.**

The Subscriber agrees that County, its officers, employees, representative and agents, shall not be liable or responsible for any damage, injury or inconvenience to the Subscriber or Subscriber's clients, employees or agents, as a result of Subscriber's use or access to the records, data or files under this Agreement. Subscriber agrees to indemnify and to hold County, its officers, employees, representatives and agents harmless from damages, including costs and attorney's fees. Subscriber assumes all responsibility for damages occurring as a result of the use or access of records, data or files pursuant to this Agreement.

### **4.2 Reliability of Information.**

Subscriber understands and agrees that County makes no express or implied warranty that the records, data or files accessed by the Subscriber are accurate or correct. Subscriber expressly releases County from any and all liability and/or damages resulting from incorrect information or data accessed by the Subscriber.

### **4.3 Inability to Access Information.**

Smith County shall not be liable for Subscriber's inability or failure to access the web based system subject to this Agreement. In the event the Subscriber is unable to access the system, Subscriber's sole and exclusive remedy is termination of this Agreement. In the event Subscriber elects to terminate this Agreement due to an inability to access the System, Subscriber shall inform the System Administrator in writing to discontinue Subscriber's subscription.

### **4.4 Security System, and Laws.**

The Subscriber acknowledges that Smith County employs an internet security system that is intended to prevent unauthorized persons from making use of the records, data and files. The Subscriber agrees that he/she will not:

- a) Access records, data or files without proper authorization;
- b) Disclose his/her individual user-identification or password to any unauthorized person;
- c) alter, damage or destroy any data stored on the County's computer system; or
- d) Attempt to gain access to information to which access has been restricted by the applicable Custodian.

The Subscriber shall abide by all federal and state laws which relate to the use of or access to the County's computer systems and the data stored therein.

#### **4.5 Restrictions on Who May Access Information.**

Access provided under this Agreement is expressly limited to the individual Subscriber and, at Subscriber's election, employees of Subscriber's law practice. In no event shall a Subscriber permit any other person to access the system or to view it while being accessed by Subscriber.

A Subscriber shall not share his/her user identification or password with any other person. Subscriber shall further not publish, post, or leave unsecured his/her User ID and Password. Subscriber agrees to immediately notify the Smith County District Clerk Department if the Subscriber becomes aware that his/her Subscription has been accessed or User ID and/or password obtained by any unauthorized person.

### **5. RESPONSIBILITIES OF THE CLERK.**

#### **5.1 Assistance.**

The System Administrator shall provide reasonable assistance to Subscribers seeking assistance with System access.

#### **5.2 Right to Modify.**

The Subscriber understands and agrees that the District Clerk may add, modify, format, or delete information available to the Subscriber.

### **6. MISCELLANEOUS PROVISIONS.**

#### **6.1 Assignment.**

A Subscriber shall not assign this Agreement, or any portions hereof, without the express written consent of the Smith County District Clerk. Any attempt to do so may render the Agreement between a Subscriber and the County void, at the discretion of the Smith County District Clerk.

## **6.2 Applicable Law.**

This Agreement shall be governed by the laws of the State of Texas. The parties agree that the place of performance of all obligations under this Agreement is Smith County, Texas.

## **6.3 Severability.**

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

## **6.4 Entire Agreement.**

This Agreement constitutes the entire agreement between the Smith County District Clerk and Subscriber and supersedes all proposals, oral and written and all other communications between the parties in relation to the subject matter of this Agreement.

Prior to an account being set up, the following information will be verified. In order to view or print documents the following must apply:

- You must be an attorney
- Subscription Agreement and signature page must be submitted
- You must have an Email address
- The documents have been imaged by the District Clerk's Office
- Images will download as a .tif or .pdf your PC must be able to download/open .tif and/or .pdf

**All sealed cases and sealed documents are not available based on the restrictions in place by the custodian of record. For any questions regarding this document, please call the District Clerk's Office at 903-590-1660.**

# Smith County Texas Attorney WebAccess System Subscription Agreement

## **Signature Page**

Before access will be provided under Subscription Agreement, Subscriber must Sign and complete this Signature Page in full and tender it and all subscription fees to the Smith County District Clerk.

I acknowledge that I have read and agree to all terms and conditions set forth in the attached Smith County WebAccess System Subscription Agreement.

### **Attorney Information**

Printed Name: \_\_\_\_\_

Bar No.: \_\_\_\_\_

DL No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

(Please note this email will also be used for any filings from the court including citations.)

### **Payments On-Line:**

Certified payments.net

Bureau code: 7994158

Bureau Name: Smith County District Clerk—Civil

Confirmation Number: \_\_\_\_\_

PLEASE NOTE THERE WILL BE A CONVENIENCE FEE FOR PAYMENTS ONLINE

**PLEASE DO NOT WRITE BELOW THIS LINE**

**DISTRICT CLERK OFFICE USE ONLY**

**Date received** \_\_\_\_\_

**Payment type/Amount** \_\_\_\_\_

**Login** \_\_\_\_\_

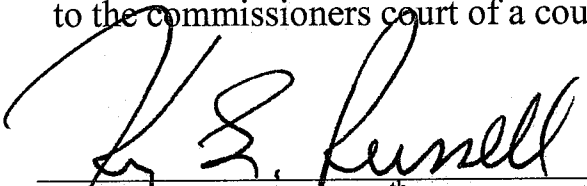
**Temporary Password** \_\_\_\_\_

**Date Notified** \_\_\_\_\_


**Expiration date** \_\_\_\_\_

## Smith County, Texas Attorney WebAccess System Subscription Agreement

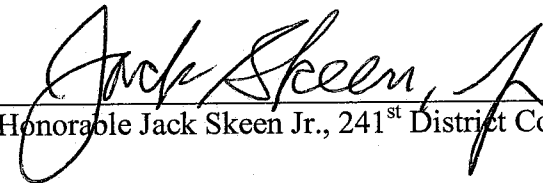
The undersigned approve of the rules and procedures outlined in the Smith County, Texas Attorney WebAccess System Subscription Agreement. It is requested that the Smith County Commissioners Court adopt the following rules and procedures outlined in the Smith County, Texas Attorney WebAccess System Subscription Agreement pursuant to the authority granted to the commissioners court of a county in Texas Local Government Code § 191.008.

  
\_\_\_\_\_  
Honorable Kerry Russell, 7<sup>th</sup> District Court

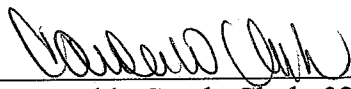
9-28-16  
Date

  
\_\_\_\_\_  
Honorable Christi Kennedy, 114<sup>th</sup> District Court

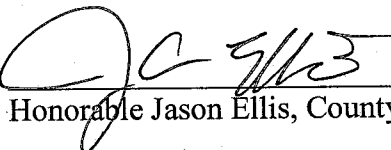
9/28/16  
Date

  
\_\_\_\_\_  
Honorable Jack Skeen Jr., 241<sup>st</sup> District Court

9/28/16  
Date

  
\_\_\_\_\_  
Honorable Carole Clark, 321<sup>st</sup> District Court

9-28-2016  
Date

  
\_\_\_\_\_  
Honorable Jason Ellis, County Court at Law

9-28-2016  
Date

  
\_\_\_\_\_  
Honorable Randall Rogers, County Court at Law 2

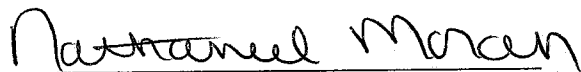
9-28-16  
Date

  
\_\_\_\_\_  
Honorable Floyd Getz, County Court at Law 3

9-28-16  
Date

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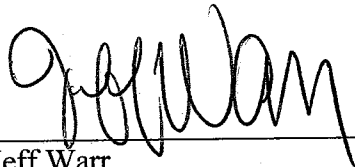
Pursuant to Texas Local Government Code § 191.008, the Smith County Commissioners Court hereby approves the rules and procedures outlined in the Smith County, Texas Attorney WebAccess System Subscription Agreement.



Nathaniel Moran  
County Judge

10/18/16

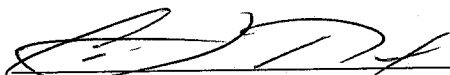
Date



Jeff Warr  
Commissioner, Precinct 1

10/18/16

Date



Cary Nix  
Commissioner, Precinct 2

10-18-16

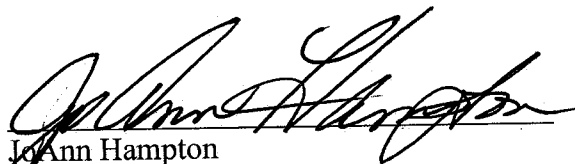
Date



Terry Phillips  
Commissioner, Precinct 3

10-18-16

Date



JoAnn Hampton  
Commissioner Precinct 4

10/18/2016

Date