

**ORCA INFORMATION PUBLIC RECORDS
DATA SOURCE REQUIREMENTS**

GENERAL

- I. Data obtained from Orca Information, Inc. Public Records may not be used to threaten, intimidate, harass, or injure any individual, including sex offender registrants or family members.
- II. Data received from any Sex Offender Registry may not be used for solicitation or fund-raising purposes. In addition, state laws frequently limit the use of such data to specified purposes. Without limiting Licensee's obligations to comply with all applicable laws, Orca Information, Inc. Public Records notes, in particular, requirements under certain California and New Jersey laws with respect to such data, excerpts from which are reproduced below for Licensee's reference.
- III. Certain Data Sources may include "control" or "salted" data as a portion of the provided information as a means to ensure compliance with Data Source Requirements and applicable law.

STATE-SPECIFIC

- I. ARIZONA: Data received from Arizona Gilbert Municipal Court, Maricopa County Justice Courts, Supreme Court, Administrative Office of the Courts and Superior Court of Maricopa County ("**Arizona Data**")
 - a. **Licensee is required to scrub and update Arizona Data on an ongoing basis:** Within two (2) days of notice from Orca Information, Inc. Public Records of amended, sealed, corrected, or restricted Arizona Data, Licensee shall remove such data from its files.
 - b. **Social Security Number Redaction:** Licensee agrees to delete any nine-digit Social Security Number inadvertently included in the data or to take other appropriate action to ensure that nine-digit Social Security Numbers are not provided to its customers.
 - c. **The Arizona Data cannot be used for commercial solicitation purposes:** Licensee shall not use, and shall not permit any customer to use, the Arizona Data for commercial solicitation of any individual named in the Arizona Data.
 - d. **Licensee must purge data after notice of termination of contract between Orca Information, Inc. Public Records and the Data Source:** Within ten (10) days of notice of termination of any agreement between Orca Information, Inc. Public Records and an Arizona Data Source, Licensee will purge any and all copies of Arizona Data from such Data Source and certify in writing to directly to such Data Source that the data has been destroyed.
 - e. **Licensee must provide disclosure statements to its customers:** The following disclosure statements must be provided by Licensee to its customers at the time any Arizona Data is provided to such customer:

For Maricopa County Justice Courts Data:

The data provided is based on data obtained from Maricopa County Justice Courts in Arizona, as of date most current version was created. The Maricopa County Justice Courts in Arizona does not provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at one of the Maricopa County Justice Courts with jurisdiction.

For Maricopa County Superior Court Data:

The data provided is based on data obtained from the Clerk of the Superior Court in Maricopa County, Arizona as of _____ (insert date most current version was created). The Clerk of the Superior Court in Maricopa County, Arizona provides no warranties, express or implied, that the data provided is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of users, subscribers, customers, clients, or other third parties to whom the data is supplied to verify the data obtained under this agreement with the official court records.

For Arizona Supreme Court Data:

The data provided is based on data obtained from the Arizona Supreme Court, Administrative Office of the Courts as of _____ (insert date most current version was created). Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other courts of the state of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.

f. **Licensee shall comply with prohibitions regarding unrestricted access on the Internet:** Licensee will not publish or re-disseminate the Arizona Data for the purpose of unrestricted access on the Internet with any of the following personal identifiers: party name, address, date of birth, or last four digits of a social security or driver license number.

II. ARKANSAS: Data received from Arkansas Administrative Office of the Courts ("**Arkansas Data**")

a. **Licensee will not provide inaccurate Arkansas Data:** Licensee shall not provide inaccurate Arkansas Data to its customers or subscribers.

b. **Licensee shall only provide updated Arkansas Data:** Licensee shall not provide any of its subscribers or customers any Arkansas Data other than the Arkansas Data in its most recently updated records.

c. **No prohibition against identifying Orca Information, Inc. Public Records as source of Arkansas Data to Arkansas Administrative Office of the Court:** Licensee shall not be prohibited from or penalized for revealing to the Arkansas Administrative Office of the Court the name of Orca Information, Inc. Public Records as the source of the Arkansas Data.

d. **Licensee shall provide a disclaimer regarding official case record:** Licensee shall prominently display a disclaimer in each report of a record search provided to a subscriber, with each transfer of Arkansas Data to a customer, and at each search access portal made available to a subscriber. The disclaimer shall read:

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court ("AOC") is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court of record.

III. CALIFORNIA: Data from the California Sex Offender Registry ("**California Data**")

Cal. Penal Code § 290.4 states, in part:

(1) A person is authorized to use information disclosed pursuant to this section only to protect a person at risk.

(2) Except as authorized under paragraph (1) or any other provision of law, use of any information that is disclosed pursuant to this section for purposes relating to any of the following is prohibited:

- (A) Health insurance.
- (B) Insurance.
- (C) Loans.
- (D) Credit.
- (E) Employment.
- (F) Education, scholarships, or fellowships.
- (G) Housing or accommodations.
- (H) Benefits, privileges, or services provided by any business establishment.

IV. CONNECTICUT: Data received from the Connecticut Department of Corrections and the State of Connecticut, Judicial Branch ("**Connecticut Data**")

For Connecticut Department of Corrections Data:

- a. **Prohibited Use of Pre-Conviction Data:** The Connecticut Department of Corrections Data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of a criminal background check.

For State of Connecticut, Judicial Branch Data:

- b. **Prohibited Bulk Distribution:** Licensee agrees not to sell or redistribute the State of Connecticut, Judicial Branch Data except insofar as it has been incorporated by the User into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service used by other parties.
- c. **Prohibited Solicitation.** Licensee agrees not to use the data to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

V. FLORIDA: Data received from Manatee County Clerk of Circuit Court ("**Florida Data**")

- a. **Licensee may not represent Florida Data as official government record:** The Florida Data is for use in the ordinary course of business and is not intended or permitted to be represented during commercial resale as the official governmental record required by law.

VI. IDAHO: Data received from the Idaho Sex Offender Registry ("**Idaho Data**")

- a. **Cautionary Statement to Licensee and customers:**

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

VII. ILLINOIS: Data received from Circuit Court of Cook County ("**Illinois Data**")

- a. **Notice and disclaimer to Licensee:** The Illinois Data shall be current as of the calendar date on which it is disseminated. Neither the Circuit Court of Cook County nor the Clerk of the Circuit Court of Cook County warrants the accuracy, completeness, or currency of the Illinois Data. The Illinois Data is not an official record of the Court or the Clerk and may not be represented as an official court record.

b. **Disclaimer to Licensee's customers:** Licensee shall include a disclaimer with each subsequent dissemination of the Illinois Data. The disclaimer may be in the same format as the Illinois Data being disseminated and shall state in substance:

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Court of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

VIII. MAINE: Data received from Maine Sex Offender Registry ("**Maine Data**")

a. **Notice and disclaimer to Licensee:** Licensee shall use, and shall require its customers to use, the Maine Data for public safety and community awareness purposes only.

IX. NEW JERSEY: Data from the New Jersey Sex Offender Registry ("**New Jersey Data**")

N.J. Stat. Ann. § 2C:7-16 states, in part:

a. Any information disclosed pursuant to this act may be used in any manner by any person or by any public, governmental or private entity, organization or official, or any agent thereof, for any lawful purpose consistent with the enhancement of public safety.

c. Except as authorized under any other provision of law, use of any of the information disclosed pursuant to this act for the purpose of applying for, obtaining, or denying any of the following, is prohibited:

(1) Health insurance;

(2) Insurance;

(3) Loans;

(4) Credit;

(5) Education, scholarships, or fellowships;

(6) Benefits, privileges, or services provided by any business establishment, unless for a purpose consistent with the enhancement of public safety; or

(7) Housing or accommodations.

X. NEW MEXICO: Data received from agencies in New Mexico State ("**New Mexico Data**")

a. **No Solicitation or Fund-raising:** New Mexico Data may not be used for solicitation or fund-raising purposes.

XI. NEW YORK: Data received from agencies in New York State ("**New York Data**")

a. **No Solicitation or Fund-raising:** New York Data may not be used for solicitation or fund-raising purposes.

XII. NORTH CAROLINA: Data received from North Carolina Administrative Office of the Courts ("**North Carolina Data**")

a. **Licensee must not provide inaccurate North Carolina Data:** Licensee shall not provide inaccurate North Carolina Data to its customers or subscribers.

b. **Notice regarding statements or advertisements:** Licensee shall not state or advertise in any way that Licensee acquired its data from the NCAOC or that the NCAOC is the source of its data.

c. **Warranty and liability terms:** As required by the North Carolina Data Source, copies of the "Warranties" and "Limitation of Liability" sections of the agreement between Orca Information, Inc. Public Records and the North Carolina Data Source are hereby provided to Licensee (for purposes of the following excerpts, "LICENSEE" shall mean Orca Information, Inc. Public Records):

Warranties

Except as set forth herein, no other warranties, whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, are made by the North Carolina Administrative Office of the Courts (NCAOC) with respect to electronic access to the NCAOC's criminal and civil databases or for the implementation thereof.

1. The NCAOC provides no warranties, express or implied, for any computer programs and associated materials provided hereunder.
2. The NCAOC provides no warranties, express or implied, that the information or data accessed is accurate, correct, or complete.
3. The NCAOC provides no other warranties of any kind or nature, express or implied, in connection with this service.

Limitation of Liability – NCAOC Criminal and Civil Databases Access

1. The North Carolina Administrative Office of the Courts (NCAOC) shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the NCAOC.
2. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the LICENSEE of any computer programs or other materials provided under this Agreement.
3. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the LICENSEE's responsibility to verify information or data obtained through access to the NCAOC's criminal and civil databases with official information reposing at the court of record.
4. If the NCAOC is in a declared state of disaster recovery, the NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from denial of access or inability to access data from the NCAOC system.
5. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages based upon alteration or modification made by the LICENSEE of any computer programs or other materials supplied hereunder, unless the NCAOC made, directed, or required such modification or alteration.
6. The NCAOC shall not be liable to the LICENSEE or any other party for any loss, including revenue; profits; time; goodwill; computer time; destruction; damages, or loss of data; or any other indirect, special, or consequential damage that may arise from the use, operation, or modification of the NCAOC's criminal and civil databases.

d. **Disclaimer regarding reports attributed to North Carolina Administrative Office of the Courts:** If Orca Information, Inc. Public Records identifies the NCAOC as the source of any information provided to Licensee, the following disclaimer shall apply:

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The North Carolina Administrative Office of the Courts is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the county of record.

e. **List to North Carolina Administrative Office of the Courts:** Upon request, Orca Information, Inc. Public Records may provide the North Carolina Administrative Office of the Courts with a list of the Orca Information, Inc. Public Records' customers and subscribers, including Licensee.

XI. OHIO: Data received from Ohio Department of Rehabilitation and Correction (“**Ohio Data**”)

a. **Notice to Licensee:** The Provider of the Ohio Data does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio Data and expressly disclaims all warranties express or implied as to any matter whatsoever. Provider will not be responsible for any loss or damage caused by the use of the Ohio Data.

XII. OREGON: Data received from Oregon Judicial Department (“**Oregon Data**”)

a. **Notice to Licensee regarding official data:** The files containing Oregon Data are not official records of the court, and Licensee should verify the Oregon Data by personally consulting the “official” record reposing at the court of record.

b. **Licensee must update Oregon Data:** Licensee shall promptly update the Oregon Data received from Orca Information, Inc. Public Records.

XIII. PENNSYLVANIA: Data received from the Administrative Office of the Pennsylvania Courts (“**Pennsylvania Data**”)

a. **Notice regarding official data:** Orca Information, Inc. Public Records hereby provides the following notice to Licensee, and Licensee shall provide the following notice to its customers:

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed.

b. **Notice upon termination of agreement:** In the event of termination of any agreement between Orca Information, Inc. Public Records and the Pennsylvania Data Source, Orca Information, Inc. Public Records shall notify Licensee, and Licensee shall notify its customers, to cease using the Pennsylvania Data, and Licensee shall ensure that the Pennsylvania Data is removed from the databases of Licensee and its customers.

c. **Required disclosure with each distribution of electronic information:** Licensee shall ensure that the following statement is displayed or provided every time electronic case information containing Pennsylvania Data is provided to a customer:

The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts (“AOPC”). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use of this information is at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. User should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.”

d. **Excluded data shall not be disclosed:** Licensee shall delete any electronic case record information that is inadvertently included in the Pennsylvania Data and is excluded from public access under Section 3.00 of the *Electronic Case Record Public Access Policy of the Unified Judicial System of Pennsylvania*.

e. **List to Commonwealth of Pennsylvania:** Orca Information, Inc. Public Records may provide the Commonwealth of Pennsylvania with a list (updated within 30 days of any change) of all of Orca Information, Inc. Public Records’ websites, subsidiaries, affiliates, customers, clients and other third party recipients that use or distribute information obtained from the Pennsylvania Data Source, including Licensee and its customers.

XIV. SOUTH CAROLINA: Data received from agencies in South Carolina State (“**South Carolina Data**”)

a. **No Solicitation or Fund-raising:** South Carolina Data may not be used for solicitation or fund-raising purposes.

XV. UTAH: Data received from Utah Administrative Office of the Courts (“**Utah Data**”)

a. **Required Agreement and Notice Disclosure Statement.** A written agreement must be obtained from each subscriber, customer, client or other third party that

- (i) describes the authorized uses of the Utah Data;
- (ii) includes a provision for immediate termination in the event of improper use of the Utah Data;
- (iii) requires customers to remove from their files any Utah Data that has been amended, corrected, sealed, or otherwise restricted within two (2) business days from receiving notice from Public Records;
- (iv) requires customers, within ten (10) days of receiving notice from Public Records of the termination of the Agreement between Public Records and Utah Administrative Office of the Courts to purge any and all copies of the Utah Data and certify in writing directly to the Utah Administrative Office of the Courts that the customer has destroyed the Utah Data;
- (v) includes the following disclosure statement at the time any Utah Data is provided to any such individual or entity: “The data provided is based on data obtained from the Utah Administrative Office of the Courts as of **<record date>**. *Neither the Administrative Office of the Courts, nor any other courts of the State of Utah provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file with the court of origin.*”

XVI. WASHINGTON: Data received from the State of Washington Administrative Office of the Courts (“**Washington AOC Data**”):

a. **DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY:** The information or data provided is based on information obtained from the courts as of the period of time covered by the monthly update. The Administrative Office of the Courts and the Washington Courts: 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the “official” record reposing at the court of record.

b. **Warranty and liability terms:** As required by the Washington Data Source, copies of the “Warranties” and “Limitation of Liability” sections of the agreement between Orca Information, Inc. Public Records and the Washington Data Source are hereby provided to Licensee (for purposes of the following excerpts, “LICENSEE” shall mean Orca Information, Inc. Public Records, and “AOC” shall mean the State of Washington Administrative Office of the Courts):

DISCLAIMER OF WARRANTIES:

1. THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

2. THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT, CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE LICENSEE AND/OR ITS CUSTOMERS, CLIENTS, OR OTHER

THIRD PARTIES TO WHOM THE INFORMATION AND DATA WAS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

LIMITATION OF LIABILITY:

THE LICENSEE ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT THE AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

1. THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE BY THE LICENSEE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

2. THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

3. THE AOC SHALL NOT BE LIABLE TO THE LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE, OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA PROVIDED UNDER THIS AGREEMENT.

c. **Audits:** Orca Information, Inc. Public Records may perform an audit of the subscriber to verify appropriate use of the data provided by the AOC. Orca Information, Inc. Public Records may: (i) conduct random audits of subscribers; (ii) conduct audits of specific customers at any time Orca Information, Inc. Public Records has reason to believe that the subscriber is violating any of the terms of the subscriber agreement, or (iii) if the AOC requests an audit for any reason.

d. **Use restrictions:** Personally-identifiable information shall not be used for commercial solicitation purposes or in an indiscriminate and reckless manner, and "control" or "salted" data may be included as a portion of the information provided by the Washington Data Source as a means to ensure compliance with such use restrictions.

XVII. WISCONSIN: Data received from Wisconsin Administrative Office of the Courts ("**Wisconsin AOC Data**"):

a. It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wis. Stats. 111.335 and the Department of Workforce Development's "Arrest and Conviction Records under the Law" publication.