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ARIZONA CODE OF JUDICIAL ADMINISTRATION
Part 1: Judicial Branch Administration
Chapter 6: Records
Section 1-605: Requests for Bulk or Compiled Data

A. Purpose. Rule 123, Rules of the Supreme Court of Arizona (“Rule 123”) authorizes courts to release bulk or compiled court data. This section sets forth the procedure for releasing bulk or compiled data.

B. Definitions. In addition to the definitions found in Rule 123, the following definitions apply to this section:

“Subscription service” means the dissemination of data from case records by a custodian of bulk data on a periodic basis to the same requestor, for a commercial purpose.

C. Procedure for Requesting Bulk or Compiled Data.

1. **Subscription Service.** Upon request, a custodian of bulk data may make such data or a portion thereof available through a subscription service and pursuant to the provisions of Rule 123, this section and all other applicable rules and laws. The custodian of bulk data shall require the requestor to enter into a dissemination agreement containing, at a minimum, the terms set forth below and pay a fee.
2. **Dissemination Agreement.** A custodian of bulk data shall require all individuals or entities requesting bulk or compiled data to provide proof of identification and execute a dissemination agreement and disclaimer that includes the following provisions:
 - a. Requestor agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided by the custodian.
 - b. Requestor will not use or resell data for the purpose of commercial solicitation of an individual named in the data.
 - c. Requestor will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with the personal identifiers set forth in Rule 123(j)(4), Rules of the Supreme Court of Arizona.
 - d. Requestor agrees that the custodian may audit requestor’s compliance with the terms and conditions of the dissemination agreement and will cooperate fully with any law enforcement investigation concerning the use of the data by requestor or any of requestor’s subscribers.

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- e. Requestor agrees to provide its users only the most recent data obtained from the custodian.
- f. Upon notice from the custodian, requestor agrees to remove from its files within two business days any data that has been corrected, sealed, or otherwise restricted and notify its subscribers to do the same. The notice from the custodian shall identify the cases that are to be corrected, removed, or otherwise restricted.
- g. Requestor will enter a written subscriber agreement with each of its subscribers that specifically details the authorized uses of the data accessed, condition access to lawful use, and include a provision for immediate termination of the agreement in the event of improper use of the data. The agreement shall also require the subscriber to remove from its files any data that has been corrected, sealed, or otherwise restricted, within two business days from receiving notice from requestor. The agreement shall further require the subscriber to provide a disclosure statement to each customer, client, or other third party at the time any of the data obtained under the agreement is provided, which states:

The custodian 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 the recipient and/or its 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 reposing at the court of record.

- h. Requestor agrees to defend, indemnify, and hold harmless the custodian, the supreme court, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred because of any claims, judgments, or executions arising out of any use made of the data obtained under the agreement.
- i. The custodian may immediately terminate the dissemination agreement at any time if, in the custodian's sole discretion, the data is used improperly.
- j. Requestor agrees to purchase and maintain commercial general liability insurance with minimum limits of \$1,000,000 each claim, naming the custodian, the supreme court, the State of Arizona and their officers, agents and employees, and the court from which the data is disseminated as additional insureds. Non-commercial users may be excepted from this requirement.

This requirement to execute a dissemination agreement and disclaimer to receive bulk or compiled data shall apply to all existing, ongoing, current, and future requests for bulk or compiled data.

- 3. Custom Data Reports. As provided in Supreme Court Rule 123(c)(4), court records custodians are not required to provide customized reports of data by indexing, compiling,

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reformatting, programming or otherwise reorganizing existing records to create new records not maintained in the ordinary course of business in responding to requests for access to court records. A custodian may contract with one or more private or public organizations to perform this function, as permitted by Rule 123(j)(1)(B). Any such contract shall be competitively procured and, at a minimum, include the following provisions:

- a. Vendor shall not access the custodian's data or disseminate any information obtained under the contract except as necessary to fulfill the purposes of the contract.
- b. Vendor's customized reports may include only the following personal identifiers about a party: name, address, date of birth, last four digits of a social security number or driver license number, as permitted by Rule 123(j)(3).
- c. Vendor agrees to abide by the custodian's electronic record system security needs.
- d. Vendor agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided by custodian.
- e. Vendor agrees that the custodian may audit vendor's compliance with the terms and conditions of the contract and will cooperate fully with any law enforcement investigation concerning the use of the data by the vendor or any of vendor's customers.
- f. Vendor will notify each of its customers of the authorized uses of vendor's data reports, including the prohibition against commercial solicitation of an individual named in a report.
- g. The vendor shall provide the following disclosure statement to each customer:

The custodian of the data provided in this report makes no warranties, express or implied, that the data provided is accurate, current, correct, or complete. It is expressly understood that it is customer's responsibility to verify the data contained in vendor's report with the official court records reposing at the court of record.

- h. Vendor agrees to defend, indemnify, and hold harmless the custodian, the supreme court, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred because of any claims, judgments, or executions arising out of any use made of the data obtained under the agreement.
- i. Vendor agrees to purchase and maintain commercial general liability insurance with minimum limits of \$1,000,000 each claim, naming the custodian, the supreme court,

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and the State of Arizona and their officers, agents and employees as additional insureds.