

Idaho Data Repository and iCourt Portal

Terms and Conditions of Use

The Terms of Conditions of Use below govern your use of the Idaho Data Repository and iCourt Portal, referred to as ‘Systems’ throughout the remainder of these terms of use. The Systems Terms and Conditions of Use form a contract between you and the Idaho Judicial Branch, and you should read the Systems Terms of Use carefully. These Systems Terms and Conditions of Use are deemed accepted and effective upon your use of the Systems.

1. You expressly agree that use of the service and the material therein and storage of information which appears in the service is at your **sole risk**. Neither the Idaho Judicial Branch nor any of its licensors, employees or agents warrants that the service will be uninterrupted or error free; nor does the Idaho Judicial Branch or any of its licensors, employees or agents make any warranty as to the results to be obtained from the use of the service. **THE SERVICE IS DISTRIBUTED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.** Neither the Idaho Judicial Branch, nor anyone involved in creating, producing or delivering the service shall be liable for indirect, incidental, special or consequential damages arising out of the use of the service or inability to use the service or out of any breach of warranty. The provisions of this section will survive any termination of this agreement. Licensors includes the administrative office of courts, the administrative director of courts, and all Idaho Judicial Branch personnel.
2. The respective courts, their agents and the developers of this service assume no liability whatsoever associated with the use or misuse of the data contained herein.
3. Subject to Constitutional and statutory limitations and restrictions, you shall indemnify and defend the State of Idaho, the Idaho Judicial Branch, and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising out of or relating to your acts or omissions or those of your officers, employees, subcontractors, or agents under these terms of use.
4. All questions concerning the validity, interpretation, performance or breach of these terms and conditions and or any other dispute stemming from the use of this service shall be decided in accordance with Idaho law.
5. You must not modify, adapt or hack this service, or modify another website to falsely imply that it is associated with this service.
6. The information on this database is available from 1995 and forward, although some information for older cases may be available. Therefore, no assumptions can be made about criminal or civil history prior to that time.
7. The Idaho Judicial Branch reserves the right at any time and from time to time to modify or discontinue (temporarily or permanently) any part of this service with or without notice.
8. You will not engage in, or allow, any activity that could compromise Systems security or Systems data, or the confidentiality of any Systems data, including, but not limited to, Username and Password.
9. Use of Systems must, at all times, be in accordance with or otherwise comply with all applicable laws, rules, regulations and governmental mandates. Data or information obtained from Systems may not be used for any illegal or unethical purposes, including, without limitation, for the purpose of intimidating, stalking or harassing any person or entity.

10. CAUTION: NAME SEARCHES CAN BE UNRELIABLE. Use caution in evaluating MPA data, as the person for whom you have searched could have the same name, birth date, or other identifiers as another individual. Even if you believe your search has returned the correct match and the information appears to be about the person for whom you have searched, remember that:
 - two or more people can have the same name and birth date; and
 - criminal offenders frequently use aliases, including the names of others.
11. All records made publicly available on this website are the property of the Idaho Judicial Branch, and the court clerks of the respective counties are the custodians of these records.
12. You must not violate any laws in your jurisdiction regarding the use or transfer of this data.
13. You understand that by using the service the IP (Internet Protocol) address of the computer you are using, or of a proxy server may be logged.
14. Violation of any portion of the terms and conditions here may result in the termination of you and/or your company or agency's permission and ability to use this service.
15. You must not disclose, discuss or distribute, whether in verbal, electronic or printed formats, any otherwise confidential court records obtained from the Systems, or the information contained therein, except to Agency Officials or their agents empowered to examine such information in the exercise of their official duties and powers, pursuant to Idaho Court Administrative Rule 32.
16. You must not allow any workstation(s) to be unattended or unsecured while logged in to the Systems.
17. You will not access, use, or knowingly allow other persons to access or use confidential court records obtained from the Systems (or the information contained in such records) for personal or otherwise unofficial purposes.
18. You WILL immediately notify your supervisor or other responsible agency official, as well as the Idaho Judicial Branch, of any improper, unauthorized, or illegal access or use of confidential court records obtained from the Systems (or the information contained in such records), or of any attempt to obtain or use such records or information.
19. You understand that the Idaho Supreme Court reserves the right to suspend or terminate restricted Systems access to any user, group, or agency at any time.