

Schedule C to Thomson Reuters General Terms and Conditions  
with Michigan Appellate Defenders Order ID: Q-00341340

USER AGREEMENT

THIS User Agreement is entered into among, Michigan Appellate Defenders (“Subscriber”, “you” or “your”), \_\_\_\_\_ (“User”) and West Publishing Corporation (“we”, “our”, “us” or “Thomson Reuters”) as follows:

1. **Access to Products.** This User Agreement is entered into to allow you, the Subscriber, to permit User to access and use the product(s) identified below, subject to the terms of the Order Form and the underlying Thomson Reuters General Terms and Conditions. Access to and use of the products by third parties who have not entered into a User Agreement is strictly prohibited. Access is conditioned upon User’s participation in the Michigan Appellate Defenders’ Michigan Appellate Assigned Counsel System (MAACS), and is limited to representing indigent clients and remaining educated in the law and legal developments that are relevant to their appointed criminal appellate practice. The use of Westlaw beyond these purposes is prohibited. Access to product will terminate automatically when User no longer participates in MAACS.
2. **Governing Terms.** All access to and use of products by User is governed by, and you and User agree to comply with, the terms and conditions of (i) this User Agreement; (ii) the Thomson Reuters General Terms and Conditions located at <https://static.legalsolutions.thomsonreuters.com/static/NC-ThomsonReuters-General-Terms-Conditions.pdf> with User being “you” or “your” under those Thomson Reuters General Terms and Conditions, and (iii) any applicable miscellaneous or additional terms in your order form. In the event of a conflict between this User Agreement and the Thomson Reuters General Terms and Conditions, the provisions of this User Agreement will control. You will provide copies of the Thomson Reuters General Terms and Conditions to User upon request, and will ensure User’s compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions and this User Agreement.
3. **Public Records Products Usage.** Thomson Reuters is not a consumer reporting agency, and User certifies that User will not use any information as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). User acknowledges that access to certain information, available through the information service, including but not limited to credit header information, motor vehicle Information, driver license Information, and voter registration Information which may be regulated by state or federal laws, such as the Gramm Leach Bliley Act (“GLBA”), the Driver’s Privacy Protection Act (“DPPA”), or other state or federal laws and regulations, or is subject to third party provider restrictions. User agrees not to access public records products for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable U.S. state or federal laws or regulations, or that is contrary to any third party additional terms, as identified in paragraph 1(f) of the Thomson Reuters General Terms and Conditions.
  - a) **Credentialing.** Due to the nature of the Information provided through Thomson Reuters’ public records products, User may be required to complete a credentialing process which, if applicable, will include certifying User’s statutory permissible data use. User agrees to immediately notify us if any of the information User provided in this User Agreement or during the credentialing process changes. User warrants that User will strictly limit the access, use and distribution of public records product Information to uses permitted under applicable laws, rules and regulations and as permitted by the third party provider terms.
  - b) **Public Records Products Security.** User agrees to keep all information obtained through public records products confidential and to only share it on a need to know basis and only in furtherance of User’s statutory permissible use. User will use industry standard administrative, physical, technical safeguards to protect the data
  - c) **Information Services Compliance.** Thomson Reuters retains the right to collect and analyze data and information about the use of the system and temporarily or permanently block access to all or a part of an information service, including a specific User’s access if Thomson Reuters, in its sole discretion, reasonably believes that the information may be or has been compromised, used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a third party provider. By accessing information, User acknowledges that from time to time, Thomson Reuters and its third party providers and/or various government entities will require User to identify a permissible use (if applicable) and may inquire as to User’s compliance with applicable laws or this User Agreement. User agrees to reasonably cooperate with any inquiry requested by Thomson Reuters, subject to any attorney-client confidentiality. User shall immediately report to Thomson Reuters any actual or suspected misuse, abuse, or compromise of Information of which User becomes aware.
4. **Privacy.** The parties will at all times process, protect and disclose personally identifiable information received as a result of this Agreement (“PII”) in accordance with applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You and User acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for to fulfill our obligations. When applicable to your or User location, additional terms may apply to the User Agreement, including the General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).
5. **Responsibility for User.** You are responsible for User’s access to and use of the products/services, including without limitation, User’s misconduct, negligence, breach of any governing documents, breach of any applicable laws, rules, or regulations and any related charges. You are responsible for all damages caused by misuse, abuse or compromise of the data by User, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.
6. **Term and Termination.** This User Agreement will become effective when signed by User and you and will continue in force until terminated by any party upon at least 30 days prior written notice to the other parties. Any party may terminate this User Agreement immediately upon giving written notice of termination to the other parties if any other party commits a material breach, which would include any use outside or in excess of the scope of User’s work for MAACS. This User Agreement will terminate automatically upon termination or expiration of the order form.
7. **Effect of Agreement.** We may amend the terms and conditions of this User Agreement by giving you and User at least 30 days prior written notice.
8. **Notices.** Except as otherwise provided herein, all notices must be in writing to us at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to you and User at the addresses below.

**SUBSCRIBER**

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

**USER**

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

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