

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO GLOUCESTER COUNTY, VIRGINIA, CIRCUIT COURT DOCUMENTS

THIS AGREEMENT is made this date by and between the Gloucester County, Virginia, Circuit Court Clerk's Office

and _____ (Subscriber).

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence on the day the User ID and Password is assigned and continues until terminated as provided herein.

2. SUBSCRIBER OPTIONS

The Clerk provides an on-line database allowing "inquiry-only" access to the Gloucester County Circuit Court's indices and/or documents.

3. DAYS AND HOURS OF OPERATION

The Internet access to the Gloucester County Circuit Court documents may be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except during periods:

- A. Of preventative and remedial maintenance
- B. Of operational issues beyond the control of the Clerk
- C. When intrusions against security are being remedied

4. FEES

The fee for the Subscriber is \$150.00 **per user, per quarter** or portion of quarter. Fees are charged at the discretion of the Clerk. All payments are non-refundable. Payment is due upon the issuance of the User ID and Password. The Clerk will not bill for subsequent Subscriber fees. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. Subscriber has the option of terminating this agreement in accordance with Paragraph 12 of this agreement.

5. SERVICES

The Clerk, deputies, employees or agents shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database).

The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise in the use of the website. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

6. SUBSCRIBER'S OBLIGATIONS

It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the Database.

Only users who have registered and have been issued passwords will have access to Database. **Passwords are nontransferable.** Information accessed from the Database is for the sole use of the Subscriber.

It shall be the responsibility of the Subscriber to notify the Clerk when the Subscriber ceases to function in the capacity at the time of entering into this agreement. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account/computer.

If a business or nonprofit entity, organization or association (referred to collectively as "Corporate Subscriber") wishes to become a subscriber, it shall identify each employee who will have remote access to the documents on the circuit court-controlled website and each employee shall obtain a User ID and Password from the Clerk.

However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the Clerk for the fees and the proper use of the website pursuant to the Subscriber Agreement.

Information accessed from the Database is for the sole use of the Subscriber. Pursuant to § 17.1-293(E)7, the subscriber is specifically prohibited from selling, posting on any other internet website, or in any way redistributing to any third party any data accessed by secure remote access.

The Subscriber is responsible for ensuring that the use of information from the Database is conducted in a proper and legal manner. If the Subscriber is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (§18.2-152.1 and §18.2-152.2 of the Code of Virginia), arising out of their use of the Database, the Clerk shall have the right to terminate this agreement immediately. This shall not be construed as prohibiting the Clerk from pursuing any other remedy available to the Clerk for such breach.

7. LIMITATION OF LIABILITY

The Subscriber relieves and releases the Clerk, deputies, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the County of Gloucester County, its Board of Supervisors, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the County of Gloucester, its Board of Supervisors, officers and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the County of Gloucester, its Board of Supervisors, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber by any other party. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from any claim or demand against the Subscriber by any other party.

In no event will the Clerk, the County of Gloucester, its Board of Supervisors, officers and their deputies, employees or agents be liable for consequential damages even if the Clerk and the County of Gloucester has been advised of the possibility of such damages.

It is acknowledged by the Subscriber that County of Gloucester, its Board of Supervisors, officers and their deputies, employees or agents are not a party to this agreement, and the County shall incur no liability hereunder.

This agreement creates no rights or privileges that are enforceable by anyone not a party to this agreement.

The information or data accessed by the Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk, the County of Gloucester, its Board of Supervisors, officers and their deputies, employees or agents.

8. ASSIGNMENT

The Subscriber agrees **not to assign** any right or interest in this agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this agreement shall cause this agreement to be null and void.

9. GOVERNING LAW

This agreement and/or any dispute arising there from shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.

10. ENTIRE AGREEMENT

Any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes.

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

11. SEVERABILITY

If any provision (or part thereof) of this agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

12. TERMINATION

Either party may terminate this agreement without cause with fifteen (15) days by written notice to the other. Subscriber remains responsible for payment of fees for services rendered or obligations incurred.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.

This agreement shall terminate immediately if the Commonwealth of Virginia or County of Gloucester City fails to appropriate and continue funding for services provided under this agreement. Subscriber acknowledges that the Clerk has no control over the amount of appropriations, if any, that the Commonwealth of Virginia or the County of Gloucester will provide for continuation of the services under this agreement.

If the Subscriber is in the employ of another who pays the subscription fee, the Clerk may terminate access upon notice from the employer.

13. DEFINITIONS

- 1. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
- 2. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- 3. "Subscriber" means any person authorized by the Clerk of the Gloucester County Circuit Court to have remote access to court documents on its website. If a business or nonprofit entity, organization or association (referred to collectively as "Corporate Subscriber") wishes to become a subscriber, it shall identify each employee who will have remote access to the documents on the circuit court-controlled website and each employee shall obtain a User ID and Password from the clerk. However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the Clerk for the fees and the proper use of the website pursuant to the Subscriber Agreement.
- 4. "Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

14. APPLICATION

An application must be completed and approved by the Clerk before the User ID and Password will be issued.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Signature of Subscriber

Printed Name of Subscriber

Date

STATE OF _____

CITY/COUNTY OF _____

Subscribed to before me by _____ this _____ day of _____, 20_____.

Registration # _____ My commission expires ____/____/____ Notary Public

Clerk/Deputy Clerk

Date

STATE OF VIRGINIA
County of Gloucester

Subscribed to before me by _____, Clerk/ Deputy Clerk this _____ day of _____, 20_____.

Clerk/Deputy Clerk/Notary Public
Registration # _____ My commission expires ____/____/____

SUBSCRIBER APPLICATION

Application For Secured Remote Access To Records Management System

The approval of this application is at the discretion of the Clerk of the Circuit Court of Gloucester County, Virginia. By signing this application the Subscriber acknowledges and accepts the terms and conditions of the Subscriber Agreement for Internet Access to Circuit Court Documents as incorporated by reference herein.

SUBSCRIBER:

CORPORATE/BUSINESS NAME: _____

INDIVIDUAL USER'S NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

I certify that I have authority in my capacity as _____ to make this application.
I further certify that the above information is true and correct.

SIGNATURE: _____

PRINTED NAME: _____

State of _____

City/County of _____ :

I, _____, a Notary Public, do hereby certify that on this _____ day of _____, 20____, _____

personally appeared before me and swore and acknowledged to me that the statements contained therein are true and correct.

NOTARY PUBLIC

My commission expires: _____

Registration Number: _____

SUBSCRIBER ID _____

PASSWORD _____

ISSUE DATE _____

EXPIRATION DATE _____

Important: User names may not contain spaces

User name: The maximum size for *user* name is 8 characters

Password: The maximum size for *password* is 8 characters