

## APPLICATION & SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO DINWIDDIE CIRCUIT COURT DOCUMENTS

The approval of this application is at the Clerk of the Circuit Court's discretion. 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.

### APPLICATION

FEE OPTION: (must chose one option)

A. One-year Plan - \$35/month (\$420/year) \_\_\_\_\_

B. Six-month Plan - \$50/month (\$300/6mo and 600/year) \_\_\_\_\_

Note: A Monthly Plan is not available.

CORPORATE NAME: \_\_\_\_\_

INDIVIDUAL'S LAST NAME: \_\_\_\_\_

INDIVIDUAL'S FIRST NAME: \_\_\_\_\_

BUSINESS NAME (if applicable): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

UNITED STATES CITIZEN: Y N (Please circle one)

IF NO, PLEASE INDICATE YOUR CITIZENSHIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO DINWIDDIE CIRCUIT COURT DOCUMENTS

**THIS AGREEMENT** is made this date by and between the Dinwiddie Circuit Court Clerk and the above named applicant \_\_\_\_\_ (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 are assigned and continue until terminated as provided herein.

### 2. SUBSCRIBER OPTIONS

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

### 3. DAYS AND HOURS OF OPERATION

The Internet access to the Dinwiddie 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 yearly fee for the Subscriber is \$35.00 per user, per month with a year's subscription required and the full year's payment of \$420 is due upon the issuance of the User ID and Password. The six-month fee for the Subscriber is \$50.00 per user, per month with a six-month subscription required and the full six-month payment of \$300 due upon the issuance of the User ID and Password. A month-to-month subscription is not available. All payments are non-refundable, and subsequent payments are due in full 15 days prior to the renewal date. The Clerk's Office will not bill for renewal Subscriber fees. It is the Subscriber's responsibility to make the necessary payments on time. 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 Section 14.

### 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.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Only users who have registered and have been issued passwords will have access to Database. Passwords are nontransferable. The Subscriber is responsible for all access gained through the use of User's password.

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 and are responsible for the fees in Section 4. 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.

The Subscriber shall notify the Clerk's Office at (804) 469-4540 within 48 hours of Subscriber's separation from their Subscriber's employment and shall notify the Clerk's Office immediately upon suspicion that User's password has been compromised. If a password has been compromised and the Clerk's Office is timely notified a new password will be issued without charge.

**INFORMATION ACCESSED FROM THE DATABASE IS FOR THE USE OF THE SUBSCRIBER. SUBSCRIBER IS SPECIFICALLY PROHIBITED FROM POSTING COPIES OF THE DOCUMENTS OR INDICES FROM THE DATABASE TO THE INTERNET.**

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 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 Dinwiddie, their 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 Dinwiddie, their 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 Dinwiddie, their 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 Dinwiddie, their Board of Supervisors, officers and their deputies, employees or agents be liable for consequential damages even if the Clerk, the County of Dinwiddie has been advised of the possibility of such damages.

It is acknowledged by the Subscriber that the County of Dinwiddie, their 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 Dinwiddie, their Board of Supervisors, officers and their deputies, employees or agents.

## **9. LIQUIDATED DAMAGES**

That, for and in consideration of being permitted access, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the undersigned Subscriber does hereby agree that should the Subscriber commit "identity theft" as defined in the Code of Virginia, permit other parties to gain access via User's password/access code, or should the Subscriber otherwise communicate a social security number or date of birth to a third party other than the Subscriber's employer, then Subscriber shall be civilly liable to the Clerk of the Circuit Court of Dinwiddie County for liquidated damages in the amount of Ten Thousand (\$10,000.00) Dollars.

Subscriber and Clerk acknowledge that this amount is not chosen to punish the Subscriber, rather the parties agree that this amount is a fair assessment of the damages which would be incurred by the Clerk's Office in investigating, pursuing and rectifying the damage caused by the misuse of personal information.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. TERMINATION**

Either party may terminate this agreement without cause with fifteen (15) days e-mail notice to the other. Clerk's e-mail address for this notice is [bchappell@courts.state.va.us](mailto:bchappell@courts.state.va.us). 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 and County of Dinwiddie 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 and County of Dinwiddie 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.

Under no circumstance will the Clerk upon termination of this contract by either party issue a refund.

## **15. 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 Dinwiddie 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.

**16. SUBSCRIBER'S CERTIFICATION**

The undersigned Subscriber does hereby acknowledge, under oath, all the information provided is correct and that the Subscriber has read, understands and agrees to be bound by the terms of this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Printed Name of Subscriber

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Barrett Chappell, Jr.; Clerk  
Dinwiddie County – Dinwiddie Circuit Court

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

Subscribed to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 200\_\_. My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Notary Public

\* \* \* \* \*

FOR USE BY CIRCUIT COURT CLERK'S OFFICE ONLY

SUBSCRIBER ID \_\_\_\_\_

PASSWORD \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_