

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence on the date the User ID and Password are created by the subscriber and continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

The Clerk provides an online database allowing "inquiry only" access to the particular court's indices and/or documents.

3. DAYS AND HOURS OF OPERATION

The internet access to the 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:

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

4. FEES

The fee for the subscriber is \$50.00 per month. Fees are charged at the discretion of the Clerk. If a fee is charged, payment is due upon approval. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change.

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 no 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 computer.

Information accessed from the Database is for the use of the Subscriber. Pursuant to § 17.1-293 (H) *Nothing in this section shall be construed to permit any data accessed by secure remote access to be sold or posted on any other website or in any way redistributed to any third*

party, and the clerk, in his discretion, may deny secure remote access to ensure compliance with these provisions. However, the data accessed by secure remote access may be included in products or services provided to a third party of the subscriber provided that (i) such data is not made available to the general public and (ii) the subscriber maintains administrative, technical, and security safeguards to protect the confidentiality, integrity, and limited availability of the data.

7. LIMITATION OF LIABILITY

The Subscriber relieves and release 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 Bland, 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 or agents of any liability for any and all damages resulting from the interrupted service of any kind.

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

The Subscriber agrees that the Clerk, the County of Bland, 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 or agents of any liability for any and all damages resulting from any claim or demand against the subscriber by any other party.

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 government record.

8. TERMINATION

Either party may terminate this agreement without cause within fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, pro rata, 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 Bland fail to appropriate and continue funding for services provided under this agreement.

9. DEFINITIONS

- a. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
- b. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- c. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website. If a business or non-profit entity, organization or association (referred 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 circuit court for the fees and the proper use of the website pursuant to the Subscriber Agreement.
- d. "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.

10. APPLICATION

The application must first be approved by the Clerk's office.

SRA web address link: <https://risweb.vacourts.gov/jsra/sra/#/home>

**APPLICATION FOR INTERNET ACCESS TO RECORDS MANAGEMENT SYSTEM FOR
BLAND CIRCUIT COURT**

The approval of this application is at the Clerk of the Bland 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.

SUBSCRIBER:

CORPORATE NAME: _____

INDIVIDUAL'S LAST NAME: _____

INDIVIDUAL'S FIRST NAME: _____

BUSINESS NAME (if applicable): _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

UNITED STATES CITIZEN Y N (Please circle one)

SIGNATURE _____

I certify that the above information is true and correct.

I, _____, a Notary Public, do hereby certify that on this day, _____, 20____, _____ personally appeared before me and swore and acknowledged to me that the statements contained herein are true and correct.

Notary Public, County of: _____

Name, typed or printed: _____

My commission expires: _____

Notary phone number: _____

Notary ID number: _____