

Individual User Subscriber Agreement for Secure Remote Access Isle of Wight County Circuit Court Clerk's Office

This Agreement ("Agreement") is made by and between the Isle of Wight County Circuit Court Clerk (hereinafter "Clerk") and _____, (hereinafter "Subscriber"), effective as provided herein. The purpose of this Agreement is to set out the terms and conditions upon which Subscriber may use the secure remote access technology offered by the Clerk, hereinafter referred to as the "System" or "SRA site".

Terms and Conditions of Agreement

1. Term of the Agreement

The term of this Agreement shall be 12 months and shall commence on the day the Subscriber's username and password are activated. Failure to pay the applicable subscription fee will result in the agreement being terminated.

2. Method of Access

The Subscriber shall pay the applicable fees and shall access the site with a unique username and password. Once activated, this username and password will be entered on the first page of the SRA site in order to obtain access thereto.

3. Subscription Option(s)

Upon approval of the Agreement, the Clerk shall provide access to digital index and image land record data. The data provided under this Agreement is listed in Attachment A to this document ("Indexing and Imaging Data Available on the Isle of Wight County Circuit Court Clerk's Office's Secure Remote Access Site"). The Clerk reserves the right to modify and update the data made available on the SRA site.

Data and/or images accessed through the SRA site do not constitute the official governmental record. The official records of the Isle of Wight County Circuit Court Clerk are located at the Isle of Wight County Circuit Court Clerk's Office. The Clerk and/or her deputies can provide certified copies of documents maintained in the Clerk's Office only.

4. Days and Hours of Operation

The Subscriber shall have access to the data on the SRA site seven days a week and twenty-four hours per day, with the following exceptions:

- The site may be unavailable for normal maintenance
- The site may be unavailable for remedial maintenance
- The site may be unavailable due to network or power failures beyond the control of the Clerk's Office or its service provider
- The site may be temporarily unavailable to address security concerns

5. Fees and Billing

The fee for full index and image access to the SRA site is, \$150 for 3 months, \$300 for 6 months or \$600 for a year. All online renewals will also be subject to a 4% credit card convenience fee. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change.

User accounts are activated upon approval of this application and payment being processed. Usernames and passwords shall expire at the end of the paid period, unless the Subscriber pays the required fee before that expiration date. It is the Subscriber's responsibility to pay for the next term in advance, and to submit such updated information as required by the Clerk. **The Clerk's Office will not send expiration notices of bills to Subscribers.** If the site is unavailable due to any of the reasons outlined in Section 4 above, no refund or credit will be provided for the time the system is not available to the Subscriber. However, if the Clerk discontinues the SRA site due to changes in Virginia law, the Clerk will refund the unused portion of fees paid on a pro rata basis, using time remaining on the existing Agreement to determine the refund amount.

6. Services

- The Clerk and her agents/deputies will provide the Subscriber with inquiry only access to an on-line database system containing data as described in Attachment A.
- The Clerk or her deputies and/or agents will assume responsibility for providing the Subscriber with limited consultation, via phone or e-mail, on specific problems that arise in the use of the system. The Clerk's Office neither guarantees consultation results nor warrants or represents that all errors or problems will be corrected.

7. Subscriber's Obligations

- It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make modifications to Subscriber's existing equipment in order to allow Subscriber to access and use the system.
- Subscriber is responsible for ensuring that his/her location and/or computer are not utilized to access information from the SRA site by unauthorized users. For the purpose of this Agreement, unauthorized users shall be construed as any person or entity other than the Subscriber.
- **Subscriber agrees that usernames and passwords are issued for one individual only and cannot be shared with or used by any other person. Subscriber understands that access may be revoked if user names/passwords are shared or are compromised due to negligence of the Subscriber.**
- Subscriber is responsible for ensuring that use of the SRA site 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 et seq. of

the *Code of Virginia*), arising out of the use of the SRA site, such conviction shall constitute a material breach of this Agreement, and the Clerk shall have the right to terminate this Agreement immediately. Nothing contained herein shall be construed as prohibiting the Clerk from pursuing any other remedy available to him for such breach. Should this Agreement be terminated due to material breach of this Agreement, any unused portion of fees paid will not be refunded.

- Information accessed from the database shall not be sold, distributed, posted on a third part website or misused in any way. Such misuse shall result in immediate termination of access.
- Subscriber shall be a resident of the United States and shall provide complete and correct information.
- Subscriber acknowledges compliance with *Code of Virginia* § 17.1-293 (H), which as of the revision date of this Agreement, reads as follows:
 - *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 her 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.*

8. Limitation of Liability

- Subscriber hereby releases, indemnifies and holds harmless the Clerk, her employees, volunteers or agents from liability for any and all damages, claims, losses or expenses (including attorney fees) arising or resulting from this Agreement and the use of the SRA site. Subscriber further releases, indemnifies and holds harmless the computer software vendor providing the secure remote access site.
- Subscriber acknowledges that the political subdivision of the County of Isle of Wight and its officials, employees, volunteers and agents are not a party to the Clerk's execution of this Agreement and that they shall incur no liability hereunder.
- This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.
- Subscriber acknowledges and agrees that the information or data accessed by Subscriber on the SRA site is not the official government record and it is Subscriber's responsibility to assure accuracy through examination of the official governmental records which reside in the Circuit Court Clerk's Office.

- Nothing in this Agreement shall be construed as waiving the sovereign, governmental or other immunity of the Clerk of the Circuit Court of her employees, volunteers or agents.

9. WARRANTIES

SUBSCRIBER HEREBY ACKNOWLEDGES THAT THE CLERK, HER EMPLOYEES, VOLUNTEERS AND AGENTS DO NOT IN ANY WAY REPRESENT OR WARRANT THAT THE INFORMATION OR DATA ACCESSED BY THE SUBSCRIBER ON THE SRA SITE IS ACCURATE OR CORRECT. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE.

10. Assignment

Subscriber agrees not to assign any right or interest in this Agreement. Any attempt by Subscriber to transfer and of the rights, duties or obligations of this Agreement shall render this Agreement null and void.

- Subscriber's username and password may not be shared or transferred under and circumstances, or agreement will be terminated with no refund issued.

11. Governing Law/Venue

This Agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable laws of the Commonwealth of Virginia, regardless of where the Agreement was actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate Court of competent jurisdiction in the County of Isle of Wight.

12. Entire Agreement

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. Redaction

To the extent possible and pursuant to Virginia law, the Clerk has redacted social security numbers from the images contained on the SRA site. In some cases, only a portion of the social security number will be redacted. In addition, if required or

allowed by Virginia statute, the Clerk may employ other methods for redacting personal and otherwise sensitive information from the index or imaging data on the SRA site.

14. Security Standards and Statutory Requirements

This Agreement and the SRA site are governed by Virginia law and the Secure Remote Access Standards issued by the Virginia Information Technologies Agency (VITA). Such laws and standards are subject to change and such changes may or may not impact the type of data provided on the SRA site and/or the method by which data is provided.

15. Attachments

The attachments referred to in the body of this Agreement are an integral part of this Agreement and reference to this Agreement shall be deemed to include any and all attachments. All approved Applications shall become a part of this Agreement as well.

16. Notice

Any notice or written communications of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person or mailed postage prepaid by certified or registered mail.

17. Termination

- This Agreement may be terminated by the Clerk without cause. If so terminated, the Clerk will not issue a refund.
- This Agreement may be terminated by the Clerk or her agents for Subscriber's failure to comply with the terms of this Agreement, failure to pay fees, or any other breach of the Agreement. No refund of fees will be given if terminated for these reasons.
- This Agreement shall be terminated immediately if funding for this system is withdrawn for any reason. Subscriber acknowledges that the Clerk has no control over the amount of appropriations, if any, which may be provided by any governmental entity for the continuation of this system and the services under this Agreement.
- This Agreement may be terminated as otherwise specified.

18. 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.

19. Definitions

- "Secure remote access" means public access by electronic means on a network or system to land records maintained by the Clerk of the Circuit Court or the Clerk's

designated application service providers, in compliance with the Secure Remote Access Standards developed by the Virginia Information Technologies Agency.

□ "Subscriber" means any person who has entered into a subscriber agreement with the Clerk of the Circuit Court authorizing the subscriber to have secure remote access to land records maintained by the Clerk or the Clerk's designated application services providers. The subscriber is responsible for the fees due under this title and the proper use of the secure remote access system pursuant to the subscriber agreement, applicable Virginia law, and Secure Remote Access Standards developed by the Virginia Information Technologies Agency.

By signing this agreement, I agree to all terms and conditions set out in the Individual User Subscriber Agreement for Secure Remote Access Isle of Wight County Circuit Court Clerk's Office

SUBSCRIBER SIGNATURE: _____

State/Commonwealth of _____ City/County of _____

I, _____, a Notary Public/Deputy Clerk, do hereby certify that

on this _____ day of _____, 20____, _____

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

Signature of Notary Public or Deputy Clerk

My commission expires: _____

My notary registration number: _____

(NOTARY SEAL)

** First-time users should create a user account on the following site prior to submitting Application/Agreement to Clerk's Office**

VIRGINIA: ISLE OF WIGHT COUNTY CIRCUIT COURT CLERK'S OFFICE

**INDIVIDUAL APPLICATION FOR INTERNET ACCESS
TO CIRCUIT COURT DOCUMENTS**

Application is hereby made for access to the Isle of Wight County Circuit Court Clerk's Office Secure Remote Access site. The approval of this application is at the discretion of the Isle of Wight County Circuit Court Clerk.

INDIVIDUAL'S LAST NAME: _____

INDIVIDUAL'S FIRST NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

ARE YOU A UNITED STATES CITIZEN? YES NO

By signing the Application, the subscriber acknowledges and accepts the terms and conditions of the Isle of Wight County Circuit Court Clerk's Office Individual User Subscriber Agreement for Secure Remote Access. The subscriber also certifies that the information given above is true and correct.

SIGNATURE: _____

State/Commonwealth of _____ City/County of _____

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

Signature of Notary Public or Deputy Clerk

My commission expires: _____

My notary registration number: _____

(NOTARY SEAL)

A nonresident entity (i.e., a business not based in Virginia) must demonstrate that such entity is authorized to do business in Virginia and is in good standing with the State Corporation Commission or other applicable state or federal regulatory agency. Please attach a certificate from the SCC attesting to your authority to conduct business in the Commonwealth of Virginia.*