

Virginia Judiciary Collections System

Terms and Conditions of Use (End User License Agreement)

By accessing and using the Virginia Judiciary Collections System ("VJCS") you are agreeing to comply with the following VJCS Terms and Conditions of Use ("Terms"), which shall be referred to collectively as the End User Licensing Agreement, or "EULA."

This is a legal agreement between the Office of the Executive Secretary of the Supreme Court of Virginia ("OES" or "Owner") and you, and no other third party or its subsidiaries are a party to this EULA. This EULA and the [VJCS Privacy Policy](#), which is incorporated herein by reference, govern your access to and use of VJCS.

1. Representation and Warranties.

If you access or use VJCS on behalf of another person or legal entity, you represent and warrant that you have the authority to use VJCS subject to this EULA. If you do not accept this EULA in its entirety, then you may not access or use VJCS, and any use of VJCS by you will be considered a violation of OES's intellectual property rights and may additionally subject you to civil or criminal penalties.

2. Modification of Terms

OES may unilaterally modify this EULA. OES reserves the right to discontinue VJCS, or to change the content or formatting of VJCS at any time without prior notice, and to require the immediate termination of any specific use of VJCS. OES will post any changes to this EULA on the VJCS website. By accessing and using VJCS you are accepting and agreeing to the Terms then in effect; it is your responsibility to check for updates to the EULA before use. OES shall not be liable to you or to any third party for taking any of these actions and will not be limited to the remedies below if you violate this EULA.

3. Restrictions and Limitations on Use and Content

Access to VJCS is limited to organizations that have entered into a contract with a Commonwealth's Attorney after July 1, 2013 for the collection of outstanding fines, costs, forfeitures, penalties or restitution where such organizations accept payments directly from defendants. Access to VJCS is also available to the Virginia Department of Taxation where the Department has entered into a contract with a Commonwealth's Attorney to collect outstanding fines, costs, forfeitures, penalties or restitution; however, such access is limited to read-only access and is not available for entry of payments by the Department.

By using VJCS, you expressly understand and agree that each amount collected and entered into VJCS as a payment represents the entire amount received from each defendant for each case listed, and that no funds, including no collection agent fee or commission, have been withheld or deducted from the amount paid by each defendant.

In addition, you agree to complete all training necessary to understand and use VJCS, including any VJCS training required by OES.

4. General Terms

4.1 Compliance with the Codes of Virginia

It is your responsibility to ensure compliance with all applicable statutes, rules, and policies, including but not limited to the Code of Virginia, as well as any rules that may apply to any specific court.

4.2 Proprietary Rights

You acknowledge that VJCS is protected by one or more copyrights pursuant to U.S. copyright laws and by other intellectual property laws. You agree to comply with all copyright notices, trademark notices, ownership information or restrictions contained in VJCS.

You further acknowledge that all rights, titles, and interests in VJCS shall remain with OES or its subcontractors(s) and agree that you will not violate such proprietary rights. Any violation will result in the termination of your access to VJCS, deactivation of your account, and possible legal action or other legal remedies.

4.3 Software and Hardware Requirements

Please be aware that, in order to use VJCS, your equipment must meet or exceed the following software and hardware requirements:

1. A computer operating on Windows XP or higher with Internet access.
2. Internet browser software such as Microsoft Internet Explorer®, Firefox®, or Chrome®:

	Supported Versions of Internet Browsers (Numbers denote version numbers of the browser).		
Operating Systems (OS)	Chrome	Firefox	Internet Explorer
XP	23	17	Not supported
Vista	23	17	9
Windows 7	23	17	9

3. The correct security settings on the computer that allow it to accept cookies from VJCS.

4.3.1 Software and Hardware Maintenance

You are also responsible for ensuring that your equipment is suitable for connecting to VJCS and that it has the minimum system and software requirements to use and operate VJCS. In addition, you are responsible for access and connectivity to the Internet, your relationship with your Internet Service Provider (ISP) and any telephone or other connection and all service fees associated with such access.

4.4 No Warranty by OES

Every effort is made to provide accurate and current information through VJCS. However, due to updating cycles and resources, you may encounter some inaccurate or

outdated information. OES disclaims any responsibility or liability for errors, omissions, and the accuracy of any information. VJCS users have the responsibility to verify the accuracy, timeliness, and completeness of the information.

Due to the complex nature of the Internet, OES does not warrant that access to VJCS or the operation or performance of the system will be uninterrupted or error-free. VJCS IS SUBJECT TO LIMITATIONS, DELAYS, AND PROBLEMS INHERENT WITH THE INTERNET. OES shall use reasonable efforts to correct or cure any such reproducible and documented material defects.

You expressly understand and agree that, to the maximum extent permitted by applicable law, the site, services, and materials are provided by OES on an “as is” basis without warranty of any kind, including express, implied, statutory, or fitness for a particular purpose. By accessing and using the system you accept all risks of loss or damage resulting from your access and use of the system.

No advice or information, whether oral or written, obtained by you from OES or through or from use of the services shall create any warranty not expressly stated in the Terms.

4.5 Limitation of Liability

You acknowledge that in no event shall OES, its agents, directors, employees, partners, or suppliers be liable to you or any third party for any direct, special, incidental, indirect, consequential, or punitive damages, including those resulting from loss of use, data or profits, whether or not foreseeable, or if OES has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the site, services or materials.

4.6 Definitions

4.6.1 Organizations

Organizations may be law firms (including solo practices), private collections agencies, local governing bodies, county or city treasurers, Commonwealth's Attorneys, or the Virginia Department of Taxation. OES Administrators will determine whether organizations meet the criteria for participation in VJCS.

4.6.2 Authorizing Party

The Authorizing Party of an organization is an individual with the authority to make management decisions for the organization.

4.6.3 OES Administrators

The OES Administrators enroll organizations in VJCS by entering information from the VIRGINIA JUDICIARY COLLECTIONS SYSTEM REGISTRATION FORM completed and submitted by such organizations. In addition, OES Administrators assist in:

- editing an organization's contact information;
- updating an organization's Authorizing Party; and
- associating / dissociating an organization with a court.

4.6.4 Users

4.6.4.1 Administrators

An administrator is the person designated to act on behalf of the organization for the purposes of adding, deleting and managing other users within the organization. Administrators have a variety of roles that assist in the maintenance of their organization's VJCS account, which include, but are not limited to:

- editing organization contact information;
- registering and deleting users;
- adding or removing administrative privileges;
- managing and editing links and users;
- resetting user passwords; and
- viewing and printing reports.

YOU SHOULD CAREFULLY CONSIDER WHO TO DESIGNATE AS YOUR ORGANIZATION'S VJCS ADMINISTRATOR(S).

Administrator access may be combined with user access. While such combinations are not required, they are recommended. Additionally, it is strongly recommended that your organization appoint a second person who can serve as a backup administrator.

Once trained, administrators will be expected to maintain their organization's account with minimal oversight.

4.6.4.2 Users

A user is an individual with a unique user name and password who is employed by an organization that is authorized to participate in VJCS and that has a registered VJCS account.

4.7 License for Use

OES has developed VJCS as a payment entry system for collection agents who have entered into contracts with Commonwealth's Attorneys to collect for the courts of the Commonwealth of Virginia outstanding fines, costs, forfeitures, penalties or restitution where such organizations accept payments directly from defendants. Access to VJCS is also available to the Virginia Department of Taxation where the Department has entered into a contract with a Commonwealth's Attorney to collect outstanding fines, costs, forfeitures, penalties or restitution; however, such access is limited to read-only access and is not available for entry of payments by the Department. Users register for personal accounts to access VJCS and its contents. Upon registration, users will have a right to access and use VJCS subject to this EULA.

4.8 User Conduct

By using VJCS, you represent and warrant that:

- you are using your actual identity;
- you have provided only true, accurate, current and complete information; and
- you will maintain and promptly update the information that you provide to ensure it remains true, accurate, current and complete.

You agree **NOT** to use, or to encourage or permit others to use, VJCS to:

- make available any material that the user does not have a right to make available under any law or contractual or fiduciary relationship;
- make available any material that infringes any intellectual property right or other proprietary right of any party;
- make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- damage, disable, overburden or impair any OES server or the networks connected to any provider server;
- interfere with or disrupt VJCS or violate any applicable laws related to the access to or use of VJCS, violate any requirements, procedures, policies or regulations of networks connected to VJCS, or engage in any activity prohibited by the Terms;
- access or attempt to access any material that is not authorized to be accessed or made available through VJCS; or
- gather or mine data using robots or similar data-gathering or extraction methods in connection with VJCS or its contents.

VJCS shall not be used in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A.1681 et seq.).

If any of these terms are violated, then OES has the right to terminate your use of VJCS, and you may be subjected to criminal or civil penalties.

No portion of VJCS source code, layout, or structure may be reproduced, transmitted, or shared in any way without express written permission from OES.

4.8.1 Information Usage

The information accessed through VJCS shall be solely for your organization's use in collection efforts and in processing collection payments. You may not provide a third party any right of access to VJCS nor may you share the results of individual records or searches with a third party except as authorized under the law as part of your collection efforts.

4.8.2 Information Accuracy

All users are solely responsible for the accuracy of any and all information provided to VJCS in connection with the electronic transmission or delivery of any information.

4.8.3 Acceptance Status

You are solely responsible for the submission of any information to the clerk's office via VJCS. It is your responsibility to confirm that information submitted has been accepted by the clerk's office.

You are solely responsible for monitoring the status of payments entered into VJCS.

4.8.4 Termination of Access

OES may, without notice and for any lawful reason, immediately terminate your access to VJCS.

4.9 System Availability

VJCS is expected to be available on days that the court is open between 7 a.m. and 7 p.m. There may be brief periods of downtime to allow for data backups. There will also be planned downtime to allow for scheduled system maintenance. Every effort will be made to provide advance notice of planned system downtime.

Unexpected issues may occur and the system may be unavailable without notice. Every effort will be made to minimize any unplanned downtime.

4.10 Security

4.10.1 User Name and Password Formats

Each user must use a unique user name and password to access VJCS. Users (including administrators) will either create their own user name or have a user name assigned to them by their organization's administrator.

4.10.2 Password Security

You agree to use due diligence to protect your own password, as well as those to which you may have access. Under no circumstances will you share or allow another person to log in to your account.

You agree that you are solely responsible for all activities that occur under your user name and password. You should immediately notify your administrator of any actual or suspected unauthorized use of your account and request that your password be changed. In addition, when you generate your security answers (for a forgotten password), use personal, yet memorable answers. This information should not be data that is publicly available or easily guessed by potential hackers.

5. VJCS Privacy Policy

The VJCS Privacy Policy can be found at:

<http://www.courts.state.va.us/online/vjcs/privacypolicy.pdf>

The VJCS Privacy Policy is incorporated as part of this EULA.

6. Disclaimer

OES shall not be liable for your use of the information, content, or material accessed using VJCS or its contents, nor shall it be liable for any delays in the receipt of any messages as delivery is subject to effective transmission from your service provider network. To the fullest extent allowed by law, OES disclaims all warranties with regard to VJCS.

BY USING VJCS, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE VJCS PRIVACY POLICY AND THIS EULA, AND ACCEPT ALL OF THE TERMS.