

APPLICATION FOR INTERNET ACCESS TO TAZEWELL COUNTY RECORDS
MANAGEMENT SYSTEM

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.

APPLICANT:

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*)

SIGNATURE _____

I certify that the information above is true and correct.

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, County of _____

Name, Typed or Printed: _____

ID NUMBER _____

My Commission Expires: _____

Notary Phone Number: _____

For use by Circuit Court Clerk's Office only

SUBSCRIBER ID _____

PASSWORD _____

EXPIRATION DATE _____

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TAZEVELL COUNTY CIRCUIT COURT DOCUMENTS

1. SERVICES

The Clerk, deputies, employees or agents of the Tazewell County Circuit Court Clerk's Office shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database), and 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.

2. 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:

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

3. TERM OF AGREEMENT

This is a **Monthly Agreement**. The term commences on the date executed below and ends 1 month later. The monthly term will automatically renew for another month if the Clerk's Office receives payment as described below within 30 days of the beginning of the previous term.

4. FEES

This is a fee for *single user* access. The subscriber is responsible for the entire agreement amount, whether services are used or not.

The fee for a **Monthly Agreement** is \$50.00, or advanced multiple monthly payments will be accepted i.e. \$600.00 per year.

5. 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 only. Subscriber shall not permit any data accessed by secure remote access to be sold or posted on any other Internet website or in anyway redistributed to any third party. Subscriber may not permit persons outside their employ or immediate family to access the service.

6. 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 Tazewell, 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 and for any damages of subscriber's hardware resulting from any computer virus, spy ware or other subterfuge embedded by third parties. 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 releases and holds harmless the Clerk, his deputies, the County of Tazewell, 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 Tazewell, 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.

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.

7. TERMINATION

This is an **Agreement** that the subscriber cannot terminate early. The Clerk of the Circuit Court of Tazewell County may terminate this agreement without notice, for any reasonable cause deemed sufficient by him, at his sole discretion. Termination by the Clerk constitutes an automatic forfeiture of all funds paid and due for the remainder of the Agreement term without recourse or set-off.

Reasons for termination shall include but not be limited to 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 Tazewell fail to appropriate and continue funding for services provided under this agreement.

8. 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 a Circuit Court to have remote access to court documents on its website. If a business or non-profit 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 circuit court 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.

9. GOVERNING LAW

This agreement shall be governed by the laws of the Commonwealth of Virginia.

10. ENTIRETY OF AGREEMENT

This agreement contains all agreements between the parties. Any modifications hereof must be in writing.

11. APPLICATION AND AGREEMENT

Pursuant to §2.2-3808.2 of the *Code of Virginia*, an application must be completed. The application must be approved by the Clerk's office before the User ID and Password will be issued. Execution of this application shall also be agreement to the terms hereof if later accepted by the Clerk's Office.

Applicants Signature

Date

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, County/City of: _____

State/Commonwealth of: _____

Name, Typed or Printed: _____

ID Number _____

My Commission Expires: _____

Notary Phone Number: ____ _____