SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO WILLIAMSBURG & JAMES CITY CIRCUIT COURT DOCUMENTS

THIS AGREEMENT is made this date by and between the Williamsburg –James City Circuit Court Clerk/Deputy Clerk

and _____ (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 is assigned and continues until terminated as provided herein.

2. SUBSCRIBER OPTIONS

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

3. DAYS AND HOURS OF OPERATION

The Internet access to the City of Williamsburg and County of James City 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 fee for the Subscriber is $150.00 per user, per locality, per 3 months. Payment is due upon the issuance of the User ID and Password. All payments are non-refundable. The Clerk will not bill for Subscriber fees. 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 12
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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. Any account found in violation will have their account terminated immediately. Any monies left in the account at the time of termination will not be refunded.***

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.

Information accessed from the Database is for the use of the Subscriber. ***INFORMATION ACCESSED FROM THE DATABASE SHALL NOT BE SOLD, DISTRIBUTED, POSTED ON A THIRD PARTY WEBSITE OR MISUSED IN ANY WAY. INFORMATION CANNOT BE TRANSFERRED OUTSIDE OF THE U.S. FOR ANY REASON. SUCH MISUSE SHALL RESULT IN IMMEDIATE TERMINATION. SUBSCRIBERT ATTESTS THAT THEY HAVE READ, UNDERSTAND AND WILL COMPLY WITH VA CODE SECTION §17.1-293 REGARDING THE POSTING, SELLING AND REDISTRIBUTING PROHIBITIONS AND AVAILABILITY OF CERTAIN INFORMATION ON THE INTERNET; AND ANY AND ALL OTHER LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY ACCOUNT FOUND IN VIOLATION WILL HAVE THEIR ACCOUNT TERMINATED IMMEDIATELY. ANY MONIES LEFT IN THE ACCOUNT AT THE TIME OF TERMINATION WILL NOT BE REFUNDED.***

The Subscriber may be asked to produce one of the following pieces of information per Virginia Code §17.1-279 (D):

1. They are a resident of the Commonwealth of Virginia
2. They are authorized to do business in the Commonwealth of Virginia
3. They are in good standing with the SCC

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

It is acknowledged by the Subscriber that the City of Williamsburg and County of James City, their Board of Supervisors and/or City Council, officers and their deputies, employees or agents are not a party to this agreement and the County and City 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 City of Williamsburg and County of James City, their Board of Supervisors and/or City Council, officers and their deputies, employees or agents.

8. 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.

9. 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.

10. 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.

11. 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.

12. TERMINATION

Either party may terminate this agreement without cause with fifteen (15) days by written notice to the other. 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, City of Williamsburg and/or County of James City 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, City of Williamsburg and/or County of James City 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.

13. 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 Williamsburg-James City 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.

14. APPLICATION

An application must be completed and approved by the Clerk before the User ID and Password will be issued.
IN WITNESS WHEREOF, the parties hereto have executed this agreement.

_____ _____

Date Subscriber

_____

Printed Name of Subscriber

STATE OF _____

CITY/COUNTY OF _____

Subscribed to before me by _____ this _____ day of _____, 20_____.

My commission expires _____.

_____ _____

Registration Number Notary Public

STATE OF VIRGINIA
City of Williamsburg

Subscribed to before me by _____, Clerk this _____ day of _____, 20_____.

_____

Deputy Clerk