

Pursuant to Virginia State Code § 17.1-294: Every circuit court clerk shall provide secure remote access to land records

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

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 day the User ID and Password are assigned and continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

The Clerk provides an on-line 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:

- 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 \$300 for 6 months or \$500 a year. 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 and deputies shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database).

The Clerk and deputies 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 OBLIGATION

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 unregistered personnel do not use the Subscriber's computers, IDs or passwords for access to Isle of Wight Records. Additionally, it is the Subscriber's obligation to notify the Clerk's Office when an employee who has access to our Records leaves their employment.

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. Such misuse shall result in immediate termination of access and/or the denial of a subscription to the use of the database and forfeiture of any paid fees.***

7. LIMITATION OF LIABILITY

The Subscriber relieves and releases the Clerk and deputies from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the County of Isle of Wight, 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 *Logan Systems, Inc.*, and its employees and agents from liability for any and all damages interrupted service of any kind may cause.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the County of Isle of Wight, 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 *Logan Systems, Inc.*, and its 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 Isle of Wight, 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 *Logan Systems, Inc.*, and its 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 shall consult the official governmental record.

8. TERMINATION

Either party may terminate this agreement without cause with 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 Isle of Wight fail to appropriate and continue funding for services provided under this agreement.

9. 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 must identify *each employee who will have remote access to the documents on the circuit court-controlled website and each employee must obtain a User ID 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.

10. APPLICATION

Pursuant to Section 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.

LOGAN SYSTEMS WEBSITE: <http://isleofwightcocc.org>

Subscriber Agreement

Pursuant to Section 2.2-3808.2 of the Code of Virginia, an application must be completed and returned to the Circuit Court Clerk's Office. The Clerk must approve the application before the User ID and Password will be issued.

By signing this agreement I agree to all terms and conditions set out in the *SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS*.

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 must obtain a User ID from the Clerk.

All accounts can now be monitored and will be monitored on a regular basis for compliance with this agreement.

(Please Print)

Business Name: _____

Responsible Party: _____ Title: _____

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 herein are true and correct.

Witnessed by hand and official seal:

Signature of Notary

Commission Expires: _____

Notary Number: _____

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

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 of 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 _____

PHONE NUMBER _____

EMAIL ADDRESS _____

UNITED STATES CITIZEN Y N

SIGNATURE _____

Please choose your password _____ (8 characters max)

I certify that the information above is true and correct.

I, _____, a Notary Public/Deputy Clerk, 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 or Deputy Clerk

For use by Circuit Court Clerk's Office: Subscriber ID _____