

Commonwealth of Virginia

CITY OF PORTSMOUTH OFFICE OF THE CLERK OF CIRCUIT COURT

CYNTHIA P. MORRISON, CLERK

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SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO PORTSMOUTH CIRCUIT COURT DOCUMENTS

This subscriber agreement complies with the requirements of
ITRM Standard SEC 503-02 Effective Date: March 28, 2005
July 1, 2008

- 1) Term of the Agreement:
 - i. It is the intent of both parties to participate in a remote access program to commence on the day the Subscriber ID and Password are assigned and continue until terminated as provided herein.
- 2) Subscription Options:
 - i. The Clerk provides an on-line database allowing “inquiry-only” access to the particular court’s indices and/or documents
 - ii. Corporate Umbrella Subscriptions
 - a. A corporate umbrella subscription is individual user applications paid for by a corporate entity
 - b. Corporate Umbrella Subscriptions require individual user applications
 - c. Corporate Umbrella Subscriptions are only available as **ANNUAL SUBSCRIPTIONS**
 - The initial subscription cost is \$600 per year. Subsequent users for the same period are \$100 per user/per year (example: for 3 corporate umbrella subscribers the cost to the corporate entity will be \$900 per year)
 - iii. Individual Subscription
 - i. Individual Subscriptions are available on an annual and semi-annual basis
 - a. Annual Subscriptions are \$600 per year
 - b. Semi-annual Subscriptions are \$300 for six (6) months

- 3) Days and Hours of Operation: Secure Remote 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:
 - i. Of preventive and remedial maintenance
 - ii. Of operational issues beyond the control of the Clerk
 - iii. When intrusions against security are being remedied
- 4) Fees:
 - i. The fees are listed above based upon the type of subscription you request. Portsmouth Circuit Court does not charge a transactional fee. Fees are charged at the discretion of the Clerk. Payment is due prior to the issuance of a Subscriber ID and Password. **FEES ARE NOT PRORATED.** All payments for services are the responsibility of the subscriber or corporate entity and is due within 10 days of subscription date. 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:
 - i. The Clerk, deputies, employees or agents shall provide the subscriber with “inquiry-only” access to a document 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:
 - i. 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 their user-id and password is for their use only. A Corporate Subscriber shall immediately notify the Clerk when they terminate an employee who has remote access to the documents on the circuit court-controlled website. Information accessed from the Database is for the subscriber.
- 7) Limitations of Liability:
 - i. 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.
 - ii. The subscriber further relives and releases the City of Portsmouth, its Council members, officers, employees and agents from liability for any and all damages resulting from interrupted service of any kind.
 - iii. 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.

- iv. The subscriber hereby relieves, releases and holds harmless the Clerk, City of Portsmouth, its Council members, officers and their deputies, employees and agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- v. The subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from incorrect data or any other misinformation accessed from this service.
- vi. The subscriber agrees that the Clerk, City of Portsmouth, its Council members, officers, their deputies, employees and agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party.
- vii. 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 government record.

8) Termination:

- i. Either party may terminate the agreement without cause within fifteen (15) days e-mail notice to the other. Subscriber remains responsible for payment of fees, for services rendered or obligations incurred.
- ii. This agreement may be terminated immediately by the Clerk for subscriber's failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.
- iii. This agreement shall terminate immediately if the Commonwealth of Virginia or the City of Portsmouth fail to appropriate and continue funding for services provided under this agreement.

9) Definitions:

- i. "Public Access" means that the public can inspect and obtain a copy of the information in the court record.
- ii. "Remote Access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- iii. "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 individual employee who will have remote access to the documents on the circuit court controlled website and each individual 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.

- iv. “Corporate Umbrella Subscriber” means any corporate entity that agrees to be responsible for the payment of subscription fees of individual users within that corporate entity.
- v. “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:

- i. 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 Subscriber ID and Password shall be issued.