

**MADISON COUNTY CIRCUIT COURT CLERK'S OFFICE  
SUBSCRIBER AGREEMENT FOR  
SECURE REMOTE INTERNET ACCESS**

**SUBSCRIBER NAME:** \_\_\_\_\_

**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.

This Agreement is for 12 months. The term commences on February 1 and ends 12 months later on January 31. The Agreement is not transferrable.

**2. SUBSCRIBER ACCESS**

The Subscriber whose Application is approved will be provided with a single username and password, to be used only by the Subscriber in the ordinary course of business. The Subscriber will enter this username and password on the first page of the search site. The Clerk provides an on-line database allowing *"inquiry only"* access to Madison County Circuit Court Clerk's Offices indices and/or documents. The Clerk reserves the right to modify the data made available on the site.

**3. DAYS AND HOURS OF OPERATION**

The internet access to the Madison County Circuit Court Clerk's Office documents will be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except during the following 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**

Except for state agencies who are exempt, the fee for this 12 month Agreement is \$600.00, due and payable in advance, in one lump sum. The Subscriber is responsible for the entire annual amount, whether services are used or not. The Clerk reserves the right to suspend or terminate renewal service to the Subscriber if payment is not received.

If the Subscriber seeks enrollment at a time other than the February 1 – January 31 Term, the fee shall be \$50.00 per month per user from application time to February 1, payable in full in advance.

The subscriber's username and password shall expire at the end of the paid period, unless the Subscriber renews the Agreement prior to the expiration of the Agreement. It is the Subscriber's responsibility to pay for the next annual term. The Clerk's Office will not send renewal notices. The subscription cannot be transferred to another party because the original subscriber is no longer an employee of the business the subscription was applied under. A new application and fee will need to be submitted to the Clerk.

The Clerk reserves the right to change the fees for providing access.

## **5. SERVICES**

The Clerk, deputies, employees or agents shall provide the subscriber with secure remote (internet) "inquiry-only" access to the digitized documents the Madison County Circuit Court Clerk's Office has placed on the system. As a security measure, the Clerk has attempted to remove Social Security numbers from the on-line documents.

## **6. SUBSCRIBER'S OBLIGATIONS**

The Subscriber is obligated to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the System.

The Subscriber is obligated to ensure that usernames and passwords are not shared and that the system, usernames and passwords are used by the Subscriber only in the ordinary course of the Subscriber's business.

The Subscriber is obligated to ensure that all use of the system is conducted in a legal and proper manner. If a Social Security number is found in the on-line documents, Subscriber must keep that number confidential, and is liable for its release for any reason.

**Information** obtained by the Subscriber on the system **cannot be sold, transferred or posted** on any other website or redistributed to any third party.

## **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 County, 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 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 County, its Board of Supervisors, Officers and their deputies, employees and 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, 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 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 Subscriber acknowledges and agrees that the County of Madison and its officials, employees or agents are not a party to this Agreement and that they shall incur no liability hereunder.**

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. The Subscriber **will not** call the Clerk's Office for this service.

## **8. TERMINATION**

This Agreement cannot be terminated by the Subscriber. The Clerk may immediately terminate the agreement for the 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 this agreement. This agreement cannot be transferred to another party.

This Agreement shall terminate immediately if the Commonwealth of Virginia and/or Madison County fail to appropriate and continue funding for services provided under this Agreement.

## **9. DEFINITIONS**

a. **Public access** means that the public can inspect information in a court record.

b. **Remote access** means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

c. **Subscriber** means any person authorized by the Clerk of the 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, and shall pay the annual fee. However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the Circuit Court for the fees of each employee and proper use of the website pursuant to the Subscriber Agreement.

d. **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 for each Subscriber. The completed Application must be approved by the Clerk prior to the USER ID and PASSWORD being issued.

\_\_\_\_\_ Date \_\_\_\_\_ Corporation/Business Name \_\_\_\_\_

\_\_\_\_\_ Subscriber's Signature \_\_\_\_\_

\*\*\*\*\*  
State/Commonwealth of Virginia, County/City of \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
\_\_\_\_\_ in person this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, in the County and State aforesaid.

Date: \_\_\_\_\_  
\_\_\_\_\_ Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_ (SEAL)

**SUBSCRIBER NAME:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Clerk/Deputy Clerk

State/Commonwealth of Virginia, County/City of \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_,  
in person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County and  
State aforesaid.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

(SEAL)

Revised 08/15/2017