

Clerk of Court
George E. Schaefer

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COMMONWEALTH OF VIRGINIA



OFFICE OF THE CLERK FOURTH JUDICIAL CIRCUIT NORFOLK CIRCUIT COURT

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Norfolk, Virginia 23510
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Supervising Deputies

Criminal
Susie Lawson
Civil, Deeds & Probate
Crystal Porter
**Licenses, Permits,
Finance
& Jury**
Gerald L. Stokes

Comptroller
Nicholas D. Georges

Systems Administrator
Gregg J. Duquette

SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO NORFOLK CIRCUIT COURT DOCUMENTS

*This subscriber agreement complies with the requirements of
ITRM Standard SEC503-02 Effective Date: March 28, 2005*

1) Term of the Agreement:

- a) 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:

- a) The Clerk provides an on-line database allowing "inquiry-only" access to the particular court's indices and/or documents.

b) Corporate Umbrella Subscriptions

- i) A corporate umbrella subscription is individual user applications paid for by a Corporate entity

- ii) Corporate Umbrella Subscriptions require individual user applications

- iii) Corporate Umbrella Subscriptions are only available as ANNUAL subscriptions

- (1) The initial subscription cost is \$500.00 per year. Subsequent users for the same period are \$100.00 per user per year (example: for 3 corporate umbrella subscribers the cost to the corporate entity will be \$700.00 per year)

c) Individual Subscription

- i) Individual Subscriptions are available on a monthly or an annual basis

- (1) Monthly subscriptions are \$50.00 per month
- (2) Annual subscriptions are \$500.00 per year
- 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 preventative and remedial maintenance
 - ii) Of operational issues beyond the control of the Clerk
 - iii) When intrusions against security are being remedied
- 4) Fees:
 - a) The fees are listed above based upon the type of subscription you request. Norfolk Circuit Court does not charge a transactional fee. Fees are charged at the discretion of the Clerk. If a fee is charged, payment is due prior to the issuance of a Subscriber ID and Password. **Fees are NOT pro-rated.** All payments for services are the responsibility of the subscriber or corporate entity and are due within 10 days of subscription end 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:
 - a) The Clerk, deputies, employees or agents shall provide the Subscriber with “inquiry-only” access to a 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:
 - a) 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 are not given to anyone else. 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 use of the Subscriber.

- b) Subscriber agrees that in accordance with Virginia Code § 17.1-293, data retrieved from the Secure Remote Access System is not to be sold or posted on any other website or in any way redistributed to any third party, and the clerk, in his discretion, may deny secure remote access to ensure compliance with these provisions. However, the data accessed by secure remote access may be included in products or services provided to a third party of the subscriber provided that (i) such data is not made available to the general public and (ii) the subscriber maintains administrative, technical, and security safeguards to protect the confidentiality, integrity, and limited availability of the data.
- c) Subscriber agrees that violations of Virginia Code sections authorizing secure remote access are subject to immediate termination.
- d) Subscriber agrees that periodic review of subscriber access will be performed by network security staff to ensure compliance.

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 relieves and releases the City of Norfolk, 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, the City of Norfolk, its Council members, 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.**
- 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, the City of Norfolk, its Council members, 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.**

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 governmental record.

8) Termination:

- i) Either party may terminate this agreement without cause with fifteen (15) days email 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 Norfolk 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 a 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.

APPLICATION FOR INTERNET ACCESS TO RECORDS MANAGEMENT SYSTEM – NORFOLK CIRCUIT COURT

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.

Subscriber Last Name: (required) _____

Subscriber First Name: (required) _____

Business Name: (optional) _____

Street Address: (required) _____

City/State/Zip: (required) _____

Phone Number: (required) _____

Email Address: (required) _____

VSF Number: (required if attorney) _____

United States Citizen: (required) **Y** **N**

I am requesting access to the following areas:

Group 1

- Deeds and Land Records Financing Statements Judgments
 Wills and Fiduciaries

Attorneys admitted to practice in Virginia and members in good standing with the Virginia State Bar and their staff are eligible for secure remote access to criminal and civil case files. VSB numbers are verified prior to granting access to the criminal and civil case files. Attorney staff must have a supervising attorney sign the application in the VSB Number field above.

Group 2

- Criminal Case Files Civil Case Files

Group 1 - \$500.00 per year or \$50.00 per month

Group 2 - \$500.00 per year (no monthly subscriptions available)(Group 2 subscription fee is \$200.00 per year if a member of the Norfolk and Portsmouth Bar Association)

All Group Access - \$900.00 per year (only available as an annual subscription)

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 herein are true and correct.

Notary Public, City/County of _____
Name, Typed or printed: _____
My Commission Expires: _____
Notary Telephone Number: _____

For use by the Circuit Court Clerk’s Office Only

SUBSCRIBER ID: _____ PASSWORD: _____ EXPIRATION DATE: _____