Commonwealth of Virginia
Office of the Clerk
Fourth Judicial Circuit
Norfolk Circuit Court

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Norfolk, Virginia 23510
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Clerk of Court
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Davina Lyles

Civil, Deeds & Probate
Janell McGowan

Licenses, Permits, Finance & Jury
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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:

- 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:

- The Clerk provides an on-line database allowing "inquiry-only" access to the court's indices and/or documents for both group 1 and group 2.
- Corporate Umbrella Subscriptions
  - A corporate umbrella subscription is individual user applications paid for by a Corporate entity
  - Corporate Umbrella Subscriptions require individual user applications
  - Corporate Umbrella Subscriptions are only available as ANNUAL subscriptions and must have more than one user.

3) The initial subscription cost is $480.00 per year. Subsequent users for the same period are $120.00 per user per year (example: for 3 corporate umbrella subscribers the cost to the corporate entity will be $720.00 per year)

4) Individual Subscription

- Individual Subscriptions are available on a monthly or an annual basis
- Monthly subscriptions are $50.00 per month per each group
- Annual subscriptions are $600.00 per year per each group
- NPBA Members – with proof of NPBA membership, the subscription price is $192.00 per year.

5) 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

6) 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. Subscriptions can be updated in the system with a credit card. You will be informed via email prior to your subscription expiring. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change.

7) 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.

8) 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 only.

9) 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.

10) 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.

11) 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 either the system od the Clerk's Office. 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 (must be more than one user) 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.

12) Application:

i) Pursuant to §2.2-3808.2 of the Code of Virginia, an application must be completed. The application must by approved by the Clerk's office before the Subscriber ID and Password shall be issued.

ii) Pursuant to § 17.1-293H of the Code of Virginia, any data accessed by secure remote access cannot be sold or posted to any other website or any way redistributed to any third party, and the Clerk, in his discretion, may deny secure remote access to ensure compliance with these provisions.

RECORDS MANAGEMENT SYSTEM APPLICATION FOR SECURE REMOTE ACCESS
Corporate Umbrella Subscriber

The Corporate Umbrella Subscriber is a corporate entity that agrees to be responsible for all payments related to individual subscribers employed by that entity. Corporate Umbrella Subscriptions are only available on an ANNUAL basis and must include more than one user.

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 Secure Remote Access to Circuit Court Documents as incorporated by reference herein. ***(Each User must complete an Individual Subscriber Application and attach to the Corporate Application)***

Corporate Name _____

Corporate Representatives Name _____

Street Address _____

City/State/Zip _____Phone Number _____

E-mail Address _____

I, _____agree that all authorized individual subscribers *(applications attached)* are associated with this Corporate Account and all payments for services related to this account will be paid by the company. I will inform the Clerk's Office of any change in status of any of the authorized users associated with my business.

_____

Signature of Authorized Corporate Representative ***(I certify that the information above is true and correct.)***

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For use by the Circuit Court Clerk's Office Only

CORPORATE ACCOUNT ID: _____EXPIRATION DATE: _____
Individuals attached to this Corporate Umbrella Subscription:

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

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) _____

VSB 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

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: _____

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For use by the Circuit Court Clerk's Office Only
SUBSCRIBER ID: _____ **PASSWORD:** _____ **EXPIRATION DATE:** _____