

## **SUBSCRIBER APPLICATION**

Application for Internet Access to the Records Management System  
Of the Cumberland County Circuit Court Clerk's Office

The approval of this application is at the Clerk of Circuit Court's discretion. By signing this application, the subscriber acknowledges and accepts the terms of the Subscriber's Agreement for Internet Access to Cumberland County Circuit Court Documents as incorporated by reference herein.

**Subscriber:**

Corporate Name: \_\_\_\_\_

Individual's Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The Clerk may require any entity that is a nonresident of the Commonwealth of Virginia, prior to becoming a Subscriber, to demonstrate that such entity is authorized to do business in the Commonwealth of Virginia and is in good standing with the State Corporation Commission or other applicable state or federal regulatory agency and that such entity will comply with the secure remote access standards developed by the Virginia Information Technologies Agency pursuant to Virginia Code Section 17.1-294. In the case of an individual, the Clerk may require a person who is a nonresident of the Commonwealth to demonstrate that such person has a legal presence in Virginia and will comply with the secure remote access standards developed by the Virginia Information Technologies Agency pursuant to Virginia Code Section 17.1-294.

**United States Citizen:**

Yes \_\_\_\_\_ No \_\_\_\_\_

**Resident of the Commonwealth of Virginia:**

Yes \_\_\_\_\_ No \_\_\_\_\_

**Licensed to Conduct Business in the State of Virginia:**

Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that the information provided herein is true and correct.

Signature: \_\_\_\_\_

State/Commonwealth of \_\_\_\_\_

City/County of \_\_\_\_\_

I, \_\_\_\_\_, 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/Deputy Clerk

My commission Expires: \_\_\_\_\_

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

**Web address: <https://risweb.vacourts.gov/jsra/sra/#/home>**

**Please complete and return with application:**

**Subscriber:** \_\_\_\_\_

**Type of Account:**

**Individual**

**Subsequent**

**Business/Multi-User**

**Email Address (this will be your User ID):**

\_\_\_\_\_

**Application is:**  **APPROVED**

**DENIED**

**Reason:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Deidre D. Martin, Clerk**

# **Subscriber Agreement for Internet Access to Cumberland County Circuit Court Documents**

## **1. PARTIES TO AGREEMENT**

The parties to this agreement are the Clerk of the Cumberland County Circuit Court, hereinafter referred to as "Clerk" and \_\_\_\_\_, hereinafter referred to as "Subscriber."

## **2. 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.

## **3. SUBSCRIBER OPTIONS**

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

## **4. DAYS AND HOURS OF OPERATION**

The Internet access to the Circuit Court records will be available seven days a week, twenty-four hours a day, including all holidays except:

- a. Periods of preventative and remedial maintenance.
- b. Operational issues beyond the control of the Clerk.
- c. When intrusions against security are being remedied.

## **5. FEES**

The fee for an **Individual Subscriber** is **\$50.00** per month (up to 11 months) and **\$540.00** per year. The fee is due upon issuance of the User ID and Password.

The fee for a **Subsequent Subscriber** *under an individual* (i.e. two users within the same business or company without classifying as a multi-user subscriber as described in the next paragraph) is **\$300.00** per year. Subsequent Subscribers will be allowed upon request and if the individual subscriber for which they will be acting under is enrolled in an annual subscription. Without an annual subscription, these will be treated as individual accounts and will be assessed at a monthly rate of \$50.00.

The fee for a **Business/Multi-User Subscriber** that includes five (5) or more user accounts is **\$250.00** per month (up to 11 months) and **\$2,940.00** per year. Payment must be made by the business/company and is due upon the issuance of the User ID's and Passwords. *Individual applications for each user must be included with the Business Application and payment.*

Fees are charges at the discretion of the Clerk and are due upon the issuance of the Subscriber ID(s) and Password(s). The Clerk reserves the right to suspend or terminate service to the Subscriber(s) if payment is not received. All fees are subject to change.

## **6. SERVICES**

The Clerk, deputies, employees or agents will provide the Subscriber with inquiry-only access to the Records Management System Database.

The Clerk, deputies, employees or agents will 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 will be corrected.

## **7. SUBSCRIBER'S OBLIGATIONS**

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 Records Management System

The Subscriber is responsible for ensuring that unauthorized personnel do not use their User ID and Password to gain access to the circuit court-controlled website.

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 Records Management System is for the use of the Subscriber in the ordinary course of its business and shall not be used for any purpose other than its intended purpose.

The Subscriber further agrees that 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.

## **8. 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 of Cumberland, 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 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 releases and holds harmless the Clerk, the County of Cumberland 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 agrees that the Clerk, 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 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.

## **9. TERMINATION**

Either party may terminate this agreement without cause with fifteen (15) days written notices to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred.

This agreement may be terminated 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.

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

## **10. APPLICATION**

Pursuant to Code Section of Virginia 2.2-3808.2, an application must be completed. The application must be approved by the Clerk's office before the User ID and Password will be issued.

## **11. RENEWAL**

Subscribers must contact the Cumberland County Circuit Court Clerk's Office for renewals.