

APPLICATION FOR INTERNET ACCESS TO RECORDS MANAGEMENT SYSTEM

The approval of this application is at the sole discretion of the Clerk of the Smyth County Circuit Court. 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. Send application and payments to: Mr. John H. Graham, Clerk; 109 West Main Street, Suite 1081, Marion VA 24354. Phone: 276-782-4044, Fax: 276-782-4045

SUBSCRIBER:

COMPANY NAME: _____

AND/OR

INDIVIDUAL'S NAME: _____

MAILING ADDRESS: _____

E-MAIL ADDRESS _____

PHONE NUMBER: _____

UNITED STATES CITIZEN? (please circle one) YES NO N/A

IS THIS COMPANY AUTHORIZED TO
CONDUCT BUSINESS IN VIRGINIA? (please circle one) YES NO N/A

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, County of _____

Name, Typed or Printed _____

My Commission Expires _____

Notary ID Number _____

Notary Phone Number _____

(Seal)

For use by Circuit Court Clerk's Office only.

APPROVED _____ Date _____

John H. Graham, Clerk

_____ Date _____

By Rachel H. Pennington, Deputy Clerk

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS

1. TERMS 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.

2. SUBSCRIBER OPTIONS

The Clerk provides on-line access to some of the indices and documents of record in the Clerk's Office for the Smyth County Circuit Court. Subscriber access shall be "read only" and subscriber will not be able to change or in any way alter the accessed information in the database.

3. DAYS AND HOURS OF OPERATION

The Internet 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:

- 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

The fee for the Subscriber is **\$50.00 per month**, and the transaction fee is \$0.00 per transaction. The monthly fee is due in advance. The Clerk reserves the right to suspend or terminate services to the Subscriber if payment is not received. All fees are subject to change at the discretion of the Clerk.

5. SERVICES

The Clerk, deputies, employees or agents shall provide the Subscriber with "read only" access to the records management system 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 errors or problems will be corrected.

6. 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 Smyth, 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 releases and holds harmless the Clerk, the County of Smyth, its Board of Supervisors, officers 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 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 of Smyth, 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 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.

7. TERMINATION

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

This agreement may be immediately terminated by the Clerk for 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 for another breach of agreement.

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

8. USE OF INFORMATION AND DATA

The information or data accessed by the Subscriber may be used only by the Subscriber. The information or data accessed by the Subscriber shall not be sold, distributed, or otherwise made available to others, or otherwise misused in any way, specifically including but not limited to any posting of such information or data on the internet or world wide web. Any misuse of the information or data accessed by the Subscriber shall result in immediate termination of access.

9. DEFINITIONS

1. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
2. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

3. "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 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. 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.
4. "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 §2.2-3808.2 of the *Code of Virginia*, an application must be completed. The application must be approved by the Clerk before the User ID and Password are issued.

Send application and payments to:

John H. Graham, Clerk
Smyth County Circuit Court
109 West Main Street, Suite 1081
Marion, Virginia 24354