

**SUBSCRIBER'S APPLICATION TO RECORDS MANAGEMENT  
SYSTEM**

The approval of this Application is at the Clerk of the Circuit Court's sole discretion. As full removal of personal information such as Social Security Numbers has not yet been completed by the Supreme Court, it is essential that access be restricted and responsible. By signing this Application the Subscriber, whether a business entity or an individual, acknowledges and responsible. By signing this Application the Subscriber, whether a business entity or an individual, acknowledges and accepts the terms and conditions of this Application and the Clerk's policies for Internet Access to Dickenson County Circuit Court Documents.

**SUBSCRIBER:**

**USER'S NAME:** \_\_\_\_\_ **(PLEASE PRINT)**

**USER'S EMPLOYER (SUBSCRIBER):** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY/ STATE/ ZIP:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**ARE YOU A UNITED STATES CITIZEN? Y N (PLEASE CIRCLE ONE)**

**1. TERMS OF AGREEMENT**

It is the intent of both parties to participate in a remote access program to begin on the day the User ID and password are assigned and continuing until terminated by either party.

**2. ACCESS**

The Clerk for Dickenson County provides an on-line database allowing "inquiry only" access to various Dickenson County Circuit Court records As determined between the parties.

**3. DAYS AND HOURS OF OPERATION**

It is anticipated, but not guaranteed, that Internet access to the Circuit Court 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 periods:

- a. Of preventive and remedial maintenance
- b. Of operational issues beyond the control of the Clerk
- c. When intrusions against security are being remedied

**COST**

Access per user- \$50 per month payable in advance for a period of not less than (6) six months.

*\$70 per month if purchased on a monthly basis*

**4. SERVICES**

The Clerk, his deputies, employees or agents shall provide the User with "inquiry only" access to the documents management system database.

The Clerk, deputies, employees or agents shall provide the User 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.

#### 4. USER OBLIGATIONS

The User is responsible for all access gained through the use of User's password.

The User shall notify the Clerk's Office at (276) 926-1616 or (276) 926-1617 Within 48 hours of User's separation from Subscriber's employment and Shall notify the Clerk's Office immediately upon *suspicion* that User's password has been compromised. If a password has been compromised and the Clerk's Office timely notified, a new password will be issued without charge.

The User acknowledges the confidential nature of Database information and the statutes, which prohibit the making public of confidential, identifying information.

The User covenants that information gained from the Database will be used only for Subscriber's internal purposes and will not be made available to third parties.

The User acknowledges that the on-line Database is not the "official record" often required by law. In order to assure the accuracy of the data or information, the User must consult the official governmental record.

**5. LIMITATION OF LIABILITY**

For and in consideration of being permitted access, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the User waives, relieves and releases the Clerk, his deputies, employees and agents, from any and all liability for any and all damages including direct or consequential damages (including lost income/profits) associated with the on-line consequential damages (including lost income/profits) associated with the on-line use of the Database, misinformation or from interrupted service. Likewise, the User releases from liability of the Office of Executive Secretary, the Supreme Court of Virginia, and their employees and agents from liability for any and all damages resulting from interrupted service of any kind.

*The information or data accessed by the User(s) may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the User should consult the official governmental record.*

**6. TERMINATION**

Either party may terminate this agreement at any time, without prior notice. Termination shall be effective upon Clerk's Office when written notice is delivered to the Clerk's Office (fax 276-926-6465) and upon User by e-mail or discontinuation of service. The Clerk reserves the right to terminate services at any time, even for arbitrary and capricious reasons. Additionally, this agreement shall terminate immediately if the Commonwealth of Virginia and/or the County of Dickenson fail to appropriate and continue funding for services provided under this agreement.

7. **LIQUIDATED DAMAGES**

That for and in consideration of being permitted access, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the undersigned User does hereby agree that should User commit "identity theft" as defined in the Code of Virginia, permit other parties to gain access via User's password/access code, or should User otherwise communicate a social security number or date of birth to a third party other than User's employer, then User shall be civilly liable to the Clerk of the Circuit Court of Dickenson County for liquated damages in the amount of **TEN THOUSAND (\$10,000.00) DOLLARS**. User and Clerk acknowledge that this amount is not chosen to punish the User, rather the parties agree that this amount is a fair assessment of the damages which would be incurred by the Clerk's Office in investigating, pursuing and rectifying the damage caused by the misuse of personal information.

**8. USER'S CERTIFICATION**

The undersigned User does hereby acknowledge, under oath, that User has read, understands and agrees to be bound by the terms of this Agreement and the Clerk's On-line Access Policy.

**DATE:**

\_\_\_\_\_  
**USER** (SEAL)

Commonwealth of Virginia  
County/City of \_\_\_\_\_, to wit:

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 therein are true and correct.

My Commission expires:  
Notary Certificate number: .

\_\_\_\_\_  
(Notary Public)

Seal

**FOR USE BY CIRCUIT COURT CLERK'S OFFICE ONLY:**

User's: \_\_\_\_\_ User's ID: \_\_\_\_\_  
Password: \_\_\_\_\_ Exp. Date: \_\_\_\_\_