

**OCRA SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO
WILLIAMSBURG-JAMES CITY 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. The subscription is for a 2 year period.
- 2) **Subscription Options:** In the sole discretion of The Clerk of the Circuit Court for the Williamsburg-James City County. The Clerk provides an on-line database allowing "inquiry-only" access to the particular court's indices and/or documents.
- 3) **Days and Hours of Operation:** OCRA 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:**
 - a) The fee for the Subscriber is outlined on the Subscriber Application
 - i) Must be an Annual Subscription
 - ii) Payment must be made by the Corporation/Company.
 - iii) There is no cost for each W-JCC Bar Member and staff user
 - iv) There is no cost for all other Virginia Bar Members and staff users (separate applications for each user).
 - b) W-JCC Circuit Court does not charge a transactional fee.
 - c) Fees are charged at the discretion of the Clerk. If a fee is charged, payment is due upon the issuance of the Subscriber ID and Password.
 - d) The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received.
 - e) All fees are subject to change.
- 5) **Services:** 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. Service Groups are:

Includes the following: Criminal Case Files, Civil Case Files

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.
- b) The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's User ID and Password to gain access to court-controlled websites.
- c) A Subscriber shall immediately notify the Clerk when they terminate an employee who has remote access to the documents on the circuit court-controlled Website.
- d) Information accessed from the Database is for the use of the Subscriber and shall not be used for any purpose other than its intended purpose.
- e) 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 and possible criminal actions.

7) Limitations of Liability:

- a) 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.
- b) The Subscriber further relieves and releases the City of Williamsburg & County of James City, its Council members, officers, employees and agents from liability for any and all damages resulting from interrupted service of any kind.
- c) 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.
- d) The Subscriber hereby relieves releases and holds harmless the Clerk, the City of Williamsburg & County of James City, 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.
- e) 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.
- f) The Subscriber agrees that the Clerk, the City of Williamsburg & County of James City, 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.
- g) 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:
- a) 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 or obligations incurred.
 - b) 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.
 - c) This agreement shall terminate immediately if the Commonwealth of Virginia or the City of Williamsburg & County of James City fail to appropriate and continue funding for services provided under this agreement.
- 9) Definitions:
- a) "Public access" means that the public can inspect and obtain a copy of the information in a court record.
 - b) "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
 - c) "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.
 - d) "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's office before the Subscriber ID and Password shall be issued.

_____ Signature

COMMONWEALTH OF VIRGINIA
CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.

(SEAL)

Notary Public

My commission expires: _____

Commission Number _____

FEES WAIVED STARTING JANUARY 1, 2018

