



Circuit Court
OF THE
City of Alexandria, Virginia



**SUBSCRIBER AGREEMENT FOR SECURE REMOTE
ACCESS TO ALEXANDRIA CIRCUIT COURT DOCUMENTS**

- 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(s) 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 particular court’s indices and documents.
- 3. 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 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
- 4. Fees:** The fee for the Subscriber is \$500.00 per year or \$50.00 per month. Alexandria Circuit Court does not charge a transactional fee or copy fees. Payment is due prior to the issuance of the Subscriber ID and Password(s). The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change.
- 5. Services:** The Clerk or one of his appointed deputies will provide the Subscriber with “inquiry-only” access to a documents only database (The Database). The Clerk will provide the Subscriber with limited consultation on specific problems that arise in the use of the website. There will be AJIS user instructions available in the AJIS application.

The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

6. Subscriber's Obligations: It is the responsibility of the Subscriber to Purchase computer hardware and software and/or make modifications to its existing equipment that are necessary for access to the Database. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's ID and Password(s) to gain access to court controlled websites. 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.

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 Alexandria, 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 and releases and holds harmless the Clerk, the City of Alexandria, 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 Alexandria, its Council members, offices and their deputies, employees or agents shall not be liable for negligence of 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 ensure accuracy of the data or information, the Subscriber should consult the official governmental record.

h. The use of this website with all Internet usage, may pose the risk of damage to user computer systems because of the possibility of computer viruses, spyware or software and hardware incompatibility. Users of this website assume all risks associated with the use of this Website, including the risks that damage may occur to user computer systems, software or data stored on or contained in user computer systems. The Clerk of the Circuit Court disclaims all responsibility and liability for all types of damages including damages to compensate for loss of use, loss of profits, business interruption, procurement of substitute goods or services, loss of revenues caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission of information of data communication line failure, computer virus, theft, destruction, unauthorized access or alteration of regardless of whether for negligence, breach of contract or any other cause of action.

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. Refunds will be given on a monthly prorated basis for yearly subscribers.

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 Alexandria fails to appropriate and continue funding for services provided under this agreement.

d. The Clerk of the Circuit Court may monitor the use of this website for

illegal, criminal and unauthorized activities. If such activities are detected, the Clerk of the Circuit Court may provide evidence of those activities to law enforcement officials. Users of the Clerk of the Circuit Court website expressing consent to monitoring. Unauthorized attempts to modify any information stored on this system, to defeat or circumvent security features, or to utilize this system in a manner other than the intended purposes are prohibited and may result in criminal prosecution.

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 the Circuit Court to have remote access to court documents on its website. 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 COV ITRM Standard SEC2003-01.1 an Application must be completed. The Application must be approved by the Clerk's office before the Subscriber ID and Password shall be issued.