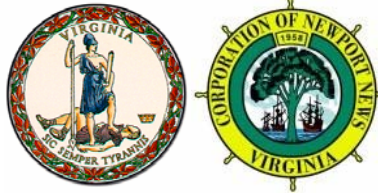


Clerk of Court
Rex A. Davis

COMMONWEALTH OF VIRGINIA



Chief Deputy
Gary S. Anderson

OFFICE OF THE CLERK SEVENTH JUDICIAL CIRCUIT NEWPORT NEWS CIRCUIT COURT

2500 Washington Avenue
Newport News, Virginia 23607
(757) 926-8561

SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO NEWPORT NEWS CIRCUIT COURT DOCUMENTS

AT

<http://www.courts.state.va.us/rmsweb/>

1. **Types Of Subscriptions:** There are no corporate subscriptions or subscription packages. All subscribers shall be individuals who have completed the notarized application and submitted it to the Clerk along with payment of the applicable first year's subscription fee.
2. **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.
3. **Subscription Options:** In the sole discretion of The Clerk of the Circuit Court for the City of Newport News, 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:** Secure Remote 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
5. **Fee:** \$500.00 annual subscription fee due and payable on or before

September 1st of each year.

Subscribers coming on-line between September 1st and August 31st will pay their first year's subscription fee on a pro rated basis of \$40.00 per month times the number of months or portions thereof remaining in that subscription period. (Example: Subscriber beginning April 16th owes \$40.00 times 5 = \$200.00).

Subscribers wishing to terminate during a subscription period will be refunded their subscription fee at \$40.00 per month for all full months remaining in that subscription period. (Example: Subscriber who terminates April 16th receives \$40.00 times 4 = \$160.00)

6. **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.

7. **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. 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.
- d. 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. **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 Newport News, 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 Newport News, 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 Newport News, 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.

9. 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 Newport News fail to appropriate and continue funding for services provided under this agreement.

10. Definitions:

- a. **Public access** means that the public can inspect and obtain a certified copy of a record. Public access to records is limited to record room workstations in the Clerk's office.

- b. **Remote access** means that inspection can be made without the need to physically visit the courthouse. Subscribers may, at no additional charge, make informational copies of any document accessed via remote access but certified copies must be reproduced from the public access workstations in the Clerk's office. Standard copy fees will apply.
 - c. **Subscriber** means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website.
 - 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.
11. **Case Information:** Newport News Circuit Court case information is available free of charge on the Internet and is not governed by the terms of this agreement. Case information is current to the preceding business day and is located at www.courts.state.va.us by selecting Circuit Courts from the Case Information Menu.
12. **Assessor Information:** Newport News real estate assessment and other property information may be accessed free at

www.nngov.com/assessor/resources/reis

or

www.nngov.com/engineering/resources/maps.

Click on Interactive GIS Mapping and Accept.

*******IMPORTANT INFORMATION*******

CORRECT START DATES FOR THE FOLLOWING SYSTEMS:

DEEDS – July 1, 1982

FINANCING STATEMENTS – July 1, 1991

JUDGMENTS – July 1, 1990

**Name searches will not reflect any documents of record
prior to the above dates**