

APPLICATION FOR INTERNET ACCESS TO
CIRCUIT COURT LITIGATION RECORDS
BY AGENCY

The approval of this application is at the Clerk of the Circuit Court's discretion. By signing this application the Subscriber acknowledges and accepts the terms and conditions of the *Subscriber Agreement for Internet Access to Circuit Court Litigation Records* as incorporated by reference herein.

SUBSCRIBER:

AGENCY NAME: _____

INDIVIDUAL'S LAST NAME: _____

INDIVIDUAL'S FIRST NAME: _____

MAILING ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

EMAIL ADDRESS _____

PASSWORD (min. 4 letters and/or #s) _____

Web based remote access to www.elegalcasepro.com.

For Subscription verification purposes you are asked to print the complete Subscriber application and agreement and mail it **with a valid state issued photo id** to the Scott County, VA Circuit Court Clerk's Office, 202 West Jackson Street, Suite 102, Gate City, Virginia 24251-3012

Approved _____ Denied _____ Circuit Court Clerk Signature _____

Upon approval of application, you will receive email notification that your account has been activated.

Technical issues should be reported to Donald@CommonwealthSystems.com.

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO
CIRCUIT COURT LITIGATION RECORDS

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence on the day the subscription is activated and continue until terminated as provided herein.

2. SERVICES

The Clerk of the Circuit Court, via Commonwealth Systems LLC, provides an on-line database allowing the Subscriber to access but not modify, the Clerk of the Circuit Court's litigation record indices and/or documents and also allows the Subscriber to electronically file new documents to the on-line database. This access and ability to electronically file are for licensed attorneys ONLY, their support staff and certain agencies of the Commonwealth of Virginia, and are defined as "Services".

Subscribers that are with Agencies of the Commonwealth of Virginia shall have use of the Services as described above defined by the Clerk of the Circuit Court. Access is permitted to Agency Personnel Only; the service is specifically not to be used or shared with other staff. Licensed attorneys will have complete use of the Services as described above (pursuant to a separate agreement). Support staff will only have use of the Services as described above only for cases in which an attorney in their firm represents a party (pursuant to a separate agreement).

Subscriber shall commence to electronically file forms and other documents through an electronic portal provided by the Clerk of Circuit Court. The Clerk of the Circuit Court shall cause an e-mail providing notification of any update to the court file caused by pre-sentence or any other report or document duly filed. By subscribing, my subscription incorporates my actual agreement to use eLegal Case Pro electronic filing in the Circuit Court of Scott County with other attorneys who also agree to utilize it pursuant to Supreme Court Rule 1:17.

Neither the Clerk of the Circuit Court, the County of Scott, its Board of Supervisors, officers and their deputies, employees or agents, nor Commonwealth Systems LLC, its employees or agents express or imply that the information or data accessed by Subscriber is accurate or correct.

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.

Commonwealth Systems LLC, its employees or agents, will provide the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of the remote access. Commonwealth Systems LLC does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

3. DAYS AND HOURS OF OPERATION

The Internet access to the Circuit Court Litigation records will generally be available seven days a week, twenty-four hours a day, including all holidays, except during periods:

- a. of preventive and remedial maintenance as required
- b. of operational issues beyond the control of Commonwealth Systems LLC or the data provider
- c. when intrusions against security are being remedied

4. ANNUAL/MONTHLY SUBSCRIPTION CHARGES

In consideration of compliance with the terms and conditions herein set forth, the Clerk of the Circuit Court will provide a monthly subscription to the applicant, but reserves the right to suspend or terminate the service to the subscriber. If suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

The Subscriber may be charged a \$25.00 reconnect fee.

All charges specified are currently those in effect and are subject to change. If charges are specifically allowed in the Code of Virginia, any legislative changes, additions or deletions shall

automatically become a part of this contract as of the effective date of said legislative changes. Subscriber has the option of terminating this agreement in accordance with Section 8.

5. SUBSCRIBER OBLIGATIONS

It is the responsibility of the Subscriber to have access to computer hardware and software and/or make modifications to their 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 login credentials to access information. All non-Agency personnel are specifically excluded from access. Information accessed from the database is for the use of the Subscriber in the ordinary course of its business and may not be sold or traded.

6. LIMITATION OF LIABILITY AND SUBSCRIBER INDEMNIFICATION

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE PRICING PROVIDED FOR SERVICES HAS BEEN NEGOTIATED IN CONSIDERATION OF SUBSCRIBER AGREEING TO LIMIT THE LIABILITIES OF COMMONWEALTH SYSTEMS LLC, ITS EMPLOYEES AND AGENTS AND THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF SCOTT, ITS BOARD OF SUPERVISORS, OFFICERS, AND DEPUTIES, EMPLOYEES AND AGENTS. IN NO EVENT SHALL COMMONWEALTH SYSTEMS LLC, ITS EMPLOYEES OR AGENTS OR THE CLERK OF THE CIRCUIT COURT, THE COUNTY OF SCOTT, ITS BOARD OF SUPERVISORS, OFFICERS, AND DEPUTIES, EMPLOYEES OR AGENT, BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR TO ANY INTERRUPTIONS IN SERVICE OF ANY KIND, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMMONWEALTH SYSTEMS LLC, ITS EMPLOYEES AND AGENTS THE COUNTY OF SCOTT, ITS BOARD OF SUPERVISORS, OFFICERS, AND DEPUTIES, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE BREACH OF ANY IMPLIED WARRANTY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

The total liability of Commonwealth System LLC and its employees and agents and the Clerk of the Circuit Court, the County of Scott, its Board of Supervisors, officers, and deputies, employees and agents to the Subscriber for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall be paid by Commonwealth Systems LLC and in no event exceed the amount paid by Subscriber under this Agreement.

Subscriber shall indemnify, defend, and hold harmless the Clerk of the Circuit Court, the County of Scott, its Board of Supervisors, officers and their deputies, employees or agents, and Commonwealth Systems LLC, its employees or agents for any claim or demand against Subscriber or the aforementioned parties arising out of or relating to Subscriber's breach of this Agreement and/or use of the Service, including, but not limited to obtaining incorrect data or other misinformation.

7. TERMINATION

Either party may terminate this Agreement without cause within fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, pro rata, for Services rendered or obligations incurred.

This Agreement may be immediately terminated by the Clerk of the Circuit Court for Subscriber's failure to: 1) provide correct or complete information on the application; and 2) failure to comply with the terms of this Agreement and 3) termination as an employee of the agency listed above.

This Agreement shall terminate immediately if the Commonwealth of Virginia or County of Scott fails to appropriate and continue funding for Services provided under this Agreement.

Any unauthorized access by non-licensed individuals from the approved IP Address may result in Subscriber's subscription being terminated by Commonwealth of Virginia or County of Scott.

8. WARRANTIES

COMMONWEALTH SYSTEMS LLC, ITS EMPLOYEES OR AGENTS AND THE CLERK OF THE CIRCUIT COURT, THE COUNTY OF SCOTT, ITS BOARD OF SUPERVISORS, OFFICERS, AND DEPUTIES, EMPLOYEES OR AGENTS DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, AND ANY WARRANTY AGAINST INFRINGEMENT RELATING

TO THE SERVICES AND THE DATA AND INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

9. ASSIGNMENT

The Subscriber agrees not to assign any right or interest in this agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void. Any unauthorized access by non-Agency Personnel from the approved IP Address may result in subscription termination.

10. ATTACHMENTS

The attachments referred to in the body of this contract are an integral part of this agreement and reference to this agreement shall be deemed to include all the attachments.

12. APPLICATION SUBMISSION

For Subscription verification purposes you are asked to print the complete Subscriber application and agreement and mail it **with a valid state issued photo id** to the Scott County, VA Circuit Court Clerk's Office, 202 West Jackson Street, Suite 102, Gate City, Virginia 24251-3012.

13. NOTIFICATION

The Agency shall immediately notify the Clerk of Court upon termination of any applicable Agency personnel so that individual access may be discontinued. I agree to notify the Scott County Circuit Court Clerk's Office within 72 business hours of any change that would affect my subscription, including changes in support staff, email accounts and/or user information.

Please signify your acceptance of the terms of this agreement by signing below.

I have read, understand, and accept the obligations under the terms of the access agreement.

I certify that the information provided above is true and correct.

Signature _____

Notary: I 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.

Notary Public, City/County of _____ My Commission Expires _____

Notary Signature _____ Printed Name _____

Notary ID _____

Notary Seal

For Office Use Only

Date Certified _____ Approved IP Address _____

Fee Paid _____