

**SUBSCRIBER APPLICATION**

Application for Internet Access to the Records Management System  
Of the Prince Edward County Circuit Court Clerk's Office

The approval of this application is at the Clerk of Circuit Court's discretion. By signing this application, the subscriber acknowledges and accepts the terms of the Subscriber's Agreement for Internet Access to Prince Edward Circuit Court Documents as incorporated by reference herein.

**Subscriber:**

Corporate Name: \_\_\_\_\_

Individual's Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The Clerk may require any entity that is a nonresident of the Commonwealth of Virginia, prior to becoming a Subscriber, to demonstrate that such entity is authorized to do business in the Commonwealth of Virginia and is in good standing with the State Corporation Commission or other applicable state or federal regulatory agency and that such entity will comply with the secure remote access standards developed by the Virginia Information Technologies Agency pursuant to Virginia Code Section 17.1-294. In the case of an individual, the Clerk may require a person who is a nonresident of the Commonwealth to demonstrate that such person has a legal presence in Virginia and will comply with the secure remote access standards developed by the Virginia Information Technologies Agency pursuant to Virginia Code Section 17.1-294.

**United States Citizen: Resident of the Commonwealth of Virginia**

Yes\_\_\_\_\_ No\_\_\_\_\_ Yes\_\_\_\_\_ No\_\_\_\_\_

**Licensed to Conduct Business in the State of Virginia**

Yes\_\_\_\_\_ No\_\_\_\_\_

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

Signature:\_\_\_\_\_

State/Commonwealth of \_\_\_\_\_

City/County of \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ personally

Appeared before me and swore and acknowledged to me that the statements contained herein are true and correct.

\_\_\_\_\_  
Notary Public/Deputy Clerk

My commission Expires:\_\_\_\_\_

Registration Number: \_\_\_\_\_

Web address: <https://risweb.vacourts.gov/jsra/sra/#/home>

**Please complete and return with application:**

**Subscriber:** \_\_\_\_\_

**User ID:** \_\_\_\_\_

**Password:** \_\_\_\_\_

**Subscriber Agreement for Internet Access to  
Prince Edward Circuit Court Documents**

**1. PARTIES TO AGREEMENT**

The parties to this agreement are the Clerk of the Prince Edward Circuit Court, hereinafter referred to as "Clerk" and \_\_\_\_\_, hereinafter referred to as "Subscriber."

**2. TERM OF AGREEMENT**

It is the intent of both parties to participate in a remote access program to commence on the day the User Id and Password are assigned and continue until terminated as provided herein.

**3. SUBSCRIBER OPTIONS**

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**

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

- a. Periods of preventative and remedial maintenance.
- b. Operational issues beyond the control of the Clerk.

**5. FEES**

The monthly fee for the Subscriber is \$50.00. The fee is due upon the issuance of the User ID and Password.

The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change.

**6. SERVICES**

The Clerk, deputies, employees or agents will provide the Subscriber with inquiry-only access to the Records Management System Database.

The Clerk, deputies, employees or agents will 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 will be corrected.

## **7. SUBSCRIBER'S OBLIGATIONS**

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 Records Management System

The Subscriber is responsible for ensuring that unauthorized personnel do not use their computer.

Information accessed from the Records Management System is for the use of the Subscriber in the ordinary course of its business.

The Subscriber further agrees that 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. LIMITATION OF LIABILITY**

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. The Subscriber further relieves and releases the County of Prince Edward, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves releases and holds harmless the Clerk, the County of Prince Edward and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, 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.

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**

Either party may terminate this agreement without cause with fifteen (15) days written notices to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred.

This agreement may be terminated 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.

This agreement shall terminate immediately if the Commonwealth of Virginia or the County of Prince Edward fail to appropriate and continue funding for services provided under this agreement.

## **10. APPLICATION**

Pursuant to Code Section of Virginia 2.2-3808.2, an application must be completed. The application must be approved by the Clerk's office before the User ID and Password will be issued.