

**ATTORNEY SUBSCRIBER AGREEMENT FOR REMOTE ACCESS
TO TAZEWELL COUNTY CIRCUIT COURT CASE DOCUMENTS**
known as Officer of the Court Remote Access (OCRA)

This Agreement is made and entered into by and between the Tazewell County Circuit Court Clerk's Office (hereinafter "Clerk's Office") and _____ (*Name of Applicant*) (hereinafter "Subscriber"), a member of the Virginia State Bar.

TERMS AND CONDITIONS OF AGREEMENT

1. TERM OF AGREEMENT

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

2. DEFINITIONS

- a. "Remote Access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- b. "Subscriber" means any person authorized by the Clerk of Circuit Court to have remote access to court case documents on its website.
- c. "Inquiry Only Access" means access to only search for, view and print document images.
- d. "OES" is the Office of the Executive Secretary of the Supreme Court of Virginia.
- e. "OCRA" is the OES's Officer of the Court Remote Access system that enables remote viewing of documents in the OES Case Imaging System utilized by the Tazewell County Circuit Court.

3. SUBSCRIBER OPTIONS

The Clerk's Office provides one subscriber option: access to an on-line database allowing inquiry-only access to scanned court cases. (Virginia Code § 17.1-293(E)) The Subscriber must complete an application. (Attachment A).

4. DAYS AND HOURS OF OPERATION

Internet access to the Circuit Court documents will generally be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except:

- a. For periods of preventative maintenance;
- b. For such other periods of remedial maintenance as may be required;
- c. For operational issues beyond the control of the Clerk's Office; and
- d. When intrusions against security are being remedied.

5. SUBSCRIPTION FEE

The subscription fee is \$150.00 per year for 1 attorney and 1 employee payable

annually. Those identified employees must also sign an Individual Subscriber Agreement. The charges provided for in this Agreement shall commence on the effective date per Section 1 of the Agreement hereof. No reminder notices will be sent when payment is due. The Clerk's Office reserves the right to suspend or terminate service to the Subscriber(s) if payment is not received by the due date; however, 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. Subscription fees are non-refundable and not pro-rated. All charges specified are those currently in effect and are subject to change. 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 15.

6. SERVICES

- a. The Clerk's Office or its agents will provide the Subscriber with inquiry only access to all currently scanned court case documents in its Case Imaging System except for juvenile, adoption, and sealed cases as well as those parts of a file that are marked confidential, restricted, sealed, private addendum or victim/witness.
- b. The servers that store the programs and data are maintained and managed by the OES.
- c. The Clerk's Office, its employees or agents will assume responsibility for:
 - 1) Providing the Subscriber with the current OCRA link on the Circuit Court's Web Page.
 - 2) Providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of OCRA. The Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
 - 3) Limited customer support is only available Monday through Friday, 8:00AM to 4:30PM excluding Tazewell County (hereinafter "County") or Circuit Court holidays.

7. SUBSCRIBER'S OBLIGATIONS

- a. It is the responsibility of the Subscriber to provide the computer hardware and software and/or make modifications to their existing equipment that are necessary to effect access to OCRA.
- b. Subscriber shall not use automated tools to navigate this website. Subscriber must manually enter any requests using the queries provided on the website.
- c. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Unauthorized personnel for the purposes of this contract shall be any person, employee, support staff, or entity other than the Subscriber or an employee of the Subscriber who has not signed an Attorney Employee Subscriber Agreement.

- d. Data accessed from OCRA is for the use of the Subscriber in the ordinary course of their business and in accordance with Virginia Code § 17.1-293(E).
- e. Data accessed from OCRA may not be sold or posted on any other Internet website or in any way redistributed to any third party.
- f. The Subscriber is responsible for ensuring that the use of OCRA is conducted in a proper and legal manner. If the Subscriber is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (Section 18.2-152.1 of the Code of Virginia), arising out of their use of OCRA, the Clerk's Office shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.
- g. The Attorney Subscriber is responsible for ensuring that the use of OCRA by the employees designated in Attachment A is conducted in a proper and legal manner. The Attorney Subscriber must immediately notify the Clerk's Office when an employee who has an Attorney Employee Subscriber Agreement is no longer employed by the Attorney Subscriber.
- h. The Subscriber is responsible for ensuring the security of the Subscriber's assigned username and password. If at any time Subscriber has knowledge of compromised security of the Subscriber's access credentials, Subscriber will IMMEDIATELY notify the Clerks Office in writing.
- i. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.

8. LIMITATION OF LIABILITY

- a. The Subscriber hereby relieves and releases the clerk's office, its employees or agents from liability for any and all damages resulting from the use of this service or interrupted service of any kind. The Subscriber further relieves and releases the County of Tazewell, its Board of Supervisors, officers, employees and agents and OES from liability for any and all damages resulting from the use of this service or interrupted service of any kind.**
- b. The Subscriber hereby relieves, releases, indemnifies and holds harmless the Clerk's Office, the County of Tazewell, its Board of Supervisors, officers, employees and agents and OES of any liability for any and all damage resulting from incorrect data, missing data or any other information accessed from this service.**
- c. The Subscriber agrees that the Clerk's Office, its 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.**
- d. In no event will the Clerk's Office, its employees or its agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.**

e. It is acknowledged by the Subscriber that the County of Tazewell, its Board of Supervisors, officers, employees or agents and OES are not a party to this Agreement and that the County shall incur no liability hereunder.

f. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.

g. The information or data accessed by Subscriber may or may not be the official governmental record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

h. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Tazewell, its Board of Supervisors, or their respective officers, employees and agents. Nevertheless, should for any reason a court find any person liable for damages resulting from subscribers use of OCRA, such damages shall be limited to one year's subscription fee.

9. WARRANTIES

Neither the Clerk, deputy clerks, employees, or agents, nor the County of Tazewell, its Board of Supervisors, employees or agents expressly or impliedly warrant that the information or data accessed by Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

10. 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.

11. GOVERNING LAW

This Agreement and/or any dispute arising there from shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein.

Furthermore, no modifications, alterations or amendments to this Agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

13. ATTACHMENTS

Any 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.

14. NOTICE

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person, mailed postage prepaid by certified or registered mail, mailed electronically and/or posted on the Clerk's Office Web Page, unless otherwise specifically stated herein.

15. TERMINATION

- a. This Agreement may be terminated without cause by either party on ten (10) days written notice to the other.
- b. This Agreement may be terminated by the Clerk's Office for Subscriber's failure to comply with the terms of this Agreement, failure to make payments of charges or breach of Agreement.
- c. The Clerk reserves the discretion to deny secure remote access to ensure compliance with this Agreement and the Code of Virginia.
- d. This Agreement shall be terminated immediately if the Board of Supervisors of Tazewell County fails to appropriate and continue funding for the services provided under this Agreement. Subscriber acknowledges that the Clerk's Office has no control over the number of appropriations, if any, that the Board of Supervisors will provide for continuation of the services under this Agreement.
- e. This Agreement may be terminated as otherwise specified.

16. RATES, FEES, AND TERMS MAY CHANGE.

The Clerk's Office may change the Agreement terms, at any time for any reason. If the Clerk's Office changes the terms of the Agreement, Subscriber will receive notice and have the right to terminate this Agreement.

17. SEVERABILITY

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

THIS AGREEMENT must be executed by the individual requesting authorization to use OCRA.

Signature **Date**

Printed/Typed Name **VSB#**

City/County of: _____

State of: _____

I, _____, a Notary Public or Deputy Clerk, do hereby certify
(Name of Notary or Deputy Clerk)

that on this _____ day of _____, 20____,

(Name of Subscriber)

personally appeared before me and swore and acknowledged that the statements contained herein are true and correct.

My Commission Expires: _____

Notary Public or Deputy Clerk

Registration Number: _____

Print or Type Name & Phone # of Notary

TAZEWELL COUNTY CIRCUIT COURT CLERK'S OFFICE by:

Susie O. Vance **Date**
Clerk of Court

ATTACHMENT A

**APPLICATION FOR REMOTE ACCESS TO TAZEWELL COUNTY COURT
CASE DOCUMENTS (OCRA)**

This application must be completed by an attorney and each individual user.

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 *Attorney Subscriber Agreement for Remote Access* as incorporated by reference herein.

All Information below is mandatory.

APPLICANT'S LAST NAME:

APPLICANT'S FIRST NAME:

BUSINESS NAME:

STREET ADDRESS:

CITY/STATE/ZIP:

PHONE NUMBER:

E-MAIL ADDRESS:

VIRGINIA STATE BAR NUMBER:

(Include a copy of your Virginia State Bar card)

Subscription amount required:

\$150.00 annually for 1 attorney and 1 employee