

**SUBSCRIBER AGREEMENT FOR SECURE REMOTE
ACCESS TO ROCKINGHAM COUNTY VIRGINIA CLERK'S OFFICE
ONLINE RECORDS**

1. Term of the Agreement: The term of this agreement shall commence on the day the Subscriber ID and Password are assigned and continue until terminated as provided herein.
2. Subscriber Option: The Clerk provides an online database allowing "inquiry-only" access to Rockingham County's indices and/or documents. A current listing of available records and images can be found on the Rockingham County [website](#).
3. Days and Hours of Operation: The Subscriber shall be able to access the online data on the site seven days a week and twenty four hours per day, with the following exceptions:
 - Of preventative and remedial maintenance
 - Of operational issues beyond the control of the Clerk
 - When intrusions against security are being remedied
4. Fees: Fees are charged at the discretion of the Clerk and are subject to change. The fee for each subscriber is as follows:
 - 15 minutes (Quick search) - \$5 plus applicable credit card convenience fee
 - 30 days - \$30 plus applicable credit card convenience fee
 - 1 year/365 days - \$360 plus applicable credit card convenience fee*Exempt users per the Code of Virginia are exempt from fees when used for official business.
5. Services:
 - The Clerk's office or its agents will provide the Subscriber with inquiry only access to an online data base system of records of the Clerk's office. A current listing of available records and images can be found on the Rockingham County [website](#).
 - The Clerk's office, its employees and/or agents will assume responsibility for providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of the system. The Clerk's office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
6. 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 Database.
 - 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.
 - Subscriber agrees that in accordance with Virginia Code § 17.1-293, data retrieved from the Secure Remote Access System is not to be sold or posted on any other website or in any way redistributed to any third party, and the clerk, in his discretion, may deny secure remote access to ensure compliance with these provisions. However, the data accessed by secure remote access may be included in products or services provided to a third party of the subscriber provided that (i) such data is not made available to the

general public and (ii) the subscriber maintains administrative, technical, and security safeguards to protect the confidentiality, integrity, and limited availability of the data.

7. Limitation of Liability:

- The Subscriber hereby relieves, releases, indemnifies and holds harmless the Clerk, deputy clerks, 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 Rockingham, its Board of Supervisors, officers, employees, and agents from liability for any and all damages resulting from interrupted service of any kind.
- The Subscriber hereby relieves, releases, indemnifies, and holds harmless the County of Rockingham, its Board of Supervisors, officers, employees, and agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber relieves, releases, indemnifies, and holds harmless the Clerk of the Court, deputy clerks, employees or agents of liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- The Subscriber agrees that the Clerk, deputy clerks, 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.
- No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued except that an action for nonpayment may be brought at any time permitted by law.
- The Subscriber agrees that the Clerk, deputy clerks, employees or agents' liability hereunder for damages, regardless of the form of action, shall not exceed One Thousand Dollars (\$1 ,000.00).
- In no event will the Clerk's office, its officials, employees or its agents be liable for consequential damages even if the Clerk's office has been advised of the possibility of such damages.
- It is acknowledged by the Subscriber that the County of Rockingham, its Board of Supervisors, officers, employees or agents are not a party to this agreement and that the County shall incur no liability hereunder.
- This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.
- The information or data accessed by the Subscriber is not the official governmental record required by law. In order to assure accuracy of the data, the Subscriber should consult the official governmental record, which resides in the Clerk's office.
- Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Rockingham, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents.

8. Warranties: The Clerk's office, its officials, employees, volunteers and agents neither express, imply nor warrant that the information or data accessed by the subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.
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 shall render this Agreement null and void.
10. Governing Law/Venue: This agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.
11. 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.
12. Termination:
 - This Agreement may be terminated by the Clerk without cause. If so terminated, the Clerk may refund a pro rata share of the Subscriber's fee.
 - This Agreement may be terminated by the Clerk's office or its agents for Subscriber's failure to comply with the terms of this Agreement, failure to pay fees, or breach of the Agreement. No refund of fees will be given if terminated for this reason.
 - This Agreement shall be terminated immediately if funding for this system is withdrawn for any reason. Subscriber acknowledges that the Clerk's office has no control over the amount of appropriations, if any, which may be provided by any governmental entity for the continuation of this system and the services under this Agreement.
 - This Agreement may be terminated as otherwise specified.
13. 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.
14. 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.

APPLICATION FOR INTERNET ACCESS TO RECORDS
(Please type or print neatly)

The approval of this application is at the discretion of the Rockingham County, VA Clerk of the Circuit Court. By signing this application the Subscriber acknowledges and accepts the terms and conditions of *Subscriber Agreement For Secure Remote Access To Rockingham County Circuit Court Documents* as incorporated by reference herein.

SUBSCRIBER INFORMATION

INDIVIDUAL'S NAME: _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

EMAIL ADDRESS _____

UNITED STATES CITIZENS (PLEASE SELECT ONE) YES NO

SIGNATURE _____

City County of State of

Acknowledged, subscribed and sworn to before me this..... day of
....., 20.....

Notary/Deputy Clerk

Commission expires:.....
Notary registration number: