

REMOTE ACCESS SUBSCRIBER AGREEMENT
COMMONWEALTH OF VIRGINIA ELECTRONIC RECORDS SYSTEM (COVERS)
ALEXANDRIA CLERK OF CIRCUIT COURT

1. PURPOSE OF AGREEMENT

It is the intent of both parties to participate in a program whereby the Clerk provides remote access to court records via the internet in exchange for a fee, and the subscribers receive inquiry only access to such records.

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 documents.
- c) "Inquiry Only Access" means access to search for, view, and print document images.
- d) "OES" means Office of the Executive Secretary of the Supreme Court of Virginia.
- e) "COVERS" means Commonwealth of Virginia Electronic Records System, the system that enables remote viewing of documents and is hosted and maintained by OES.
- f) "Clerk" means the Alexandria Clerk of the Circuit Court, its staff and agents.

3. SUBSCRIBER OPTIONS

The Clerk's Office provides one subscriber option: an on-line database allowing inquiry-only access to scanned court records contained in OES's COVERS system.

4. DAYS AND HOURS OF OPERATION

Internet access to the Alexandria 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 for periods of preventative or remedial maintenance; or to address operational, technical or security issues. The Clerk will, where possible, notify Subscribers of any periods where access is impaired.

5. SUBSCRIPTION FEE

- a) There are two options for the subscription fee:
 - i. \$50.00 per month, per subscriber, paid monthly (\$600 per year); or
 - ii. \$500 per year, per subscriber, paid annually.
- b) The charges provided for in this Agreement commence on the date the Subscriber is granted access. Subscription fees are non-refundable and will not be pro-rated.
- c) The Clerk reserves the right to suspend or terminate service to a Subscriber if payment is not received. The Subscriber is responsible for all charges and obligations set forth in this Agreement, up to and including the date upon which the service is discontinued.

- d) Fees specified in this Agreement are those in effect as of the date this agreement is submitted and are subject to change by the Clerk after notice to Subscribers.
- e) Any national, state or local legislative enactments which change the terms of this Agreement shall become valid with respect to this Agreement as of their effective date. The Clerk will notify Subscribers of such changes and any Subscriber will have the option of terminating this Agreement in accordance with Section 14.

6. SERVICES

- a) The Clerk will provide the Subscriber with inquiry-only access to currently scanned court documents in the COVERS system except for juvenile, adoption, and sealed cases, and those parts of any case 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 OES.
- c) The Clerk will assume responsibility for:
 - i. Providing the Subscriber with the current COVERS link on the Clerk's web page at www.alexandriava.gov/clerkofcourt.
 - ii. Providing the Subscriber with limited consultation, via e-mail or telephone, on issues that arise in the use of COVERS. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
 - iii. Limited customer support is available during the Clerk's Office regular hours, Monday through Friday, 8 AM to 4 PM excluding holidays.
- d) The Clerk may monitor the use of the system for illegal, criminal, and unauthorized activities. If such activities are detected, the Clerk may provide evidence of those activities to law enforcement officials and may immediately terminate Subscriber's access to the system.

7. SUBSCRIBER OBLIGATIONS

- a) Subscribers are responsible for providing computer hardware and software or making required modifications to their existing equipment that are necessary to allow access to COVERS.
- b) Subscribers shall not use automated tools to navigate COVERS. Subscribers must manually enter any requests using the queries provided on the website.
- c) Subscribers are responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Unauthorized personnel, for the purposes of this Agreement, include any person, employee, support staff, or entity who has not submitted an Application for COVERS Access to the Clerk and been granted access thereunder, and who has paid the applicable fee.
- d) Data accessed from COVERS is for the use of the Subscriber in the ordinary course of their business and in accordance with the Virginia Code.
- e) All Subscribers and their employees and agents are strictly prohibited from selling, transferring or reposting data from COVERS to any third party or on the internet. Doing so is a violation of the Virginia Code.
- f) The Subscriber is responsible for ensuring that the use of COVERS 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 (Va. Code § 18.2-152.1), arising out of their use of COVERS,

the Clerk may terminate this Agreement immediately. This shall not be construed as prohibiting the Clerk from pursuing any other available remedy for such a breach.

- g) Subscribers are responsible for ensuring the security of their assigned username and password. Subscribers shall immediately notify the Clerk in writing by email sent to land.records@alexandriava.gov when they have knowledge of compromised security of their access credentials.
- h) Subscribers may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.
- i) Subscribers consent to the monitoring of all their activities on the system. Unauthorized attempts to modify any information stored on the system, to defeat or circumvent security features, or to use the system in a manner other than the intended purposes are prohibited and may result in criminal prosecution and termination of access to the system.

8. LIMITATION OF LIABILITY

- a) The Subscriber hereby relieves and releases the Clerk, its staff and agents, the City of Alexandria, its City Council, officers, employees and agents, and OES and its officers, employees and agents from all liability for any and all damages resulting from the use of this service, including, but not limited to, interrupted service, delayed service, incorrect data, incomplete data or delayed data.
- b) The Subscriber agrees that the Clerk, its staff and agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber by any other party.
- c) In no event will the Clerk, its staff and agents be liable for consequential damages even if the Clerk has been advised of the possibility of such damages.
- d) The Subscriber acknowledges and agrees that the City of Alexandria, its City Council, officers, employees and agents, and OES, and its officers, employees and agents, are not parties to this Agreement and that the City and OES shall incur no liability whatsoever hereunder.
- e) This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.
- f) 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.
- g) Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court, the City of Alexandria, its City Council, OES, or their respective staff, officers, employees and agents.

9. WARRANTIES

Neither the Clerk, the City of Alexandria, the Alexandria City Council, nor OES explicitly or impliedly warrant that the information or data accessed by Subscribers 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 any of the rights, duties, or obligations of this Agreement is null and void. The Clerk may immediately terminate the access of any Subscriber who attempts to transfer their access under this Agreement and will not honor any such transfer to any person.

11. GOVERNING LAW

This Agreement and any dispute arising therefrom 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.

13. NOTICE

- a) From the Clerk to Subscribers: The Clerk will provide Subscribers with written notice of changes to the service provided under this Agreement. Such notice will be sent by electronic mail to the email address provided by the Subscriber in their application. The Clerk will also post on its webpage at www.alexandriava.gov/clerkofcourt any notices, changes or other information pertinent to this Agreement or the services provided.
- b) To the Clerk from Subscribers: Any notice or written communication from a Subscriber to the Clerk, including requests to terminate the service shall be by email sent to land.records@alexandriava.gov.

14. TERMINATION

- a) Either party may terminate this Agreement with ten (10) days written notice to the other as provided in section 13.
- b) 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 charges, or breach of any term of this Agreement.
- c) The Clerk reserves the right to deny access to any person to ensure compliance with this Agreement and applicable Federal, State and local law and regulation.
- d) This Agreement may be terminated immediately by the Clerk if the funding to provide the service is discontinued by any funding authority including the Alexandria City Council or the Virginia General Assembly. Subscriber acknowledges that the Clerk has no control over appropriations that provide for continuation of the services under this Agreement.

15. RATES, FEES AND TERMS MAY CHANGE

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

16. 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.

17. CERTIFICATION AND AGREEMENT

By submitting the *Application for Commonwealth of Virginia Electronic Records System (COVERS), Alexandria Clerk of Circuit Court*, the applicant/subscriber certifies the accuracy of all statements made therein and acknowledges and accepts the terms and conditions of this *Remote Access Subscriber Agreement, Commonwealth of Virginia Electronic Records System (COVERS), Alexandria Clerk of Circuit Court*.