

**APPLICATION FOR INTERNET ACCESS TO  
RECORDS MANAGEMENT SYSTEM  
\* INDIVIDUAL USER \***

**Security Standard for Remote Access to Court Documents  
ITRM Standard SEC503-02.1. Effective Date: December 8, 2016.  
<http://www.vita.virginia.gov/library/default.aspx?id=537>**

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 Martinsville Circuit Court Clerk's Office *Subscriber Agreement for Internet Access to Circuit Court Documents*.

**SUBSCRIBER:**

**CORPORATE NAME:** \_\_\_\_\_

**INDIVIDUAL'S LAST NAME:** \_\_\_\_\_

**INDIVIDUAL'S FIRST NAME:** \_\_\_\_\_

**BUSINESS NAME** (if applicable) \_\_\_\_\_

**STREET ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**UNITED STATES CITIZEN Y N** (Please circle one)

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

**SIGNATURE** \_\_\_\_\_

**NOTARY PUBLIC:**

State of \_\_\_\_\_, City/County of \_\_\_\_\_:

I, \_\_\_\_\_ a Notary Public, do 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, and subscribed and acknowledged this *Application for Internet Access*.

Signature of Notary Public: \_\_\_\_\_

Name, Typed or Printed: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Notary Phone No.: \_\_\_\_\_

Registration Number and seal (required for VA notaries): \_\_\_\_\_

**APPLICATION FOR INTERNET ACCESS TO  
RECORDS MANAGEMENT SYSTEM**

**\*Disclosure of Multiple Users\***

**Subscriber Application - Attachment Listing Individual Users**

**Corporation/ Unincorporated Business Name:**

\_\_\_\_\_

**Requested by:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**List of Authorized Users Requested**

**Email Address**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

*If the subscriber is an entity with more than one person who will use the system to access land records maintained by the clerk, or the clerk's designated application service providers, each individual user shall execute a subscriber agreement and obtain a separate "user id" and "password" from the clerk. Va. Code § 17.1-295*

**Each Individual User is required to submit a separate "Individual User" Application, executed before a notary public. Failure to provide this will result refusal to issue a separate user id for the individual.**

**SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS  
ON THE COURT RECORDS MANAGEMENT SYSTEM**

Revised April 2016

**1. TERM OF AGREEMENT**

It is the intent of Martinsville Circuit Court Clerk and the Subscriber to participate in a secure remote access program to commence on the day the User Id and Password are assigned and continue until terminated as provided herein.

**2. SUBSCRIBER OPTIONS**

The Clerk provides an on-line database allowing "inquiry-only" access to the particular court's indices and/or documents appearing in the secure remote access database of records. Subscription is offered in monthly installments of secure remote access, and renewed for successive periods depending upon advance receipt of payment of the subscription fee.

**3. DAYS AND HOURS OF OPERATION**

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

- a. Of preventative and remedial maintenance
- b. Of operational issues beyond the control of the Clerk
- c. When intrusions against security are being remedied

**4. FEES**

The fee for the Subscriber is \$50.00 per month; and the transactional fee is \$0.00 per transaction. Fees are charged at the discretion of the Clerk. If a fee is charged, payment is due upon the issuance of the User ID and Password. The transactional fee is due upon receipt. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. Per section 17.1-276 of the Code of Virginia, as amended, specified agencies and offices of state government are exempt from paying any fee for remote access to land records.

**5. CONTENT AND SERVICE**

Web-enabled Secure Remote Access to the land records of the Martinsville Circuit Court is located at <http://www.courts.state.va.us/rmsweb/> .

The Clerk, deputies, employees or agents shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database).

The Clerk, deputies, employees or agents shall 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 shall 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 computer, and do not use the Subscriber's User ID and Password to gain access to court-controlled websites. "Unauthorized personnel" are any persons or entities other than the Subscriber or its authorized users/employees who have executed an Individual Subscriber Agreement.

Subscriber agrees that user names and passwords are issued for the individual only and cannot be shared with or used by any other person. Subscriber understands that access may be revoked for a specific user if that user's name/password is shared or compromised due to negligence of its employees.

If the Subscriber desires to add, remove, or substitute an authorized user, the Subscriber must submit to the Clerk a written request explaining the change. A new user must execute a Subscriber Agreement.

Information accessed from the Database is for the sole use of the Subscriber. The Subscriber shall not permit any data accessed by secure remote access to be sold, distributed, or posted on any other website or in any other 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.

A Corporate subscriber shall immediately notify the Clerk when it terminates an employee who has remote access to the documents in the circuit court-controlled website.

Failure of the Subscriber to control unauthorized use of his/her/its computer equipment, or to maintain administrative, technical, and security safeguards to protect the confidentiality, integrity, and limited availability of the data, shall result in immediate termination of this Agreement, and denial of future subscription applications by the Subscriber and any third party that has attempted or gained access to the Database without first obtaining a subscription agreement.

The Subscriber is responsible for ensuring that the use of the data accessed from the Clerk's record databases by authorized users/employees is conducted for proper and legal purposes. If the Subscriber or one of its authorized users/employees is convicted of any crime arising out of use of the Clerk's record databases which are the subject of this Agreement, the conviction will constitute a breach of this Agreement, and the Clerk may terminate the Agreement as to that user/employee.

The Subscriber shall observe all other obligations required in Article 8 of Title 17.1 of the Code of Virginia, as amended.

## **7. 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 City/County of Martinsville, its Board of Supervisors, 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 Office of the Executive Secretary, 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 City/County of Martinsville, its Board of Supervisors, officers 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 also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the City/County of Martinsville, its Board of Supervisors, officers and their 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 Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages 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.

The Subscriber acknowledges that the Clerk, his/her employees, volunteers and agents do not in any way represent or warrant that the information or data accessed by secure remote access from the Martinsville Circuit Court Clerk's Office's Court Records Management System is accurate or correct. There are no expressed or implied warranties in connection with this service.

Per section 17.1-276 (B), a state agency or employee thereof acting in the employee's official capacity shall not be required to indemnify the clerk or the vendor for liability incurred by the clerk related to the use of the secure remote access web site of the clerk, except as is otherwise required or allow by law.

## **8. TERMINATION**

Either party may terminate this agreement without cause with fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred. Email between the Subscriber and the Clerk is sufficient notice.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, 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 City/County of Martinsville fail to appropriate and continue funding for services provided under this agreement.

## **9. DEFINITIONS**

This Agreement incorporates by reference the definitions related to "Secure Remote Access", appearing in Article 8 of Title 17.1 of the Code of Virginia, as amended, including the following definitions:

"Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

"Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

## **10. APPLICATION**

Pursuant to §§17.1-276 and 295 of the Code of Virginia, an application must be completed. The application must be approved by the Clerk's office before the User ID and Password will be issued. This Agreement is non-assignable. Subscriber and/or its authorized users/employees shall not assign any right or interest in this Agreement. Any attempt to affect any assignment shall render this Agreement null and void.

## **11. GOVERNING LAW**

This Agreement and all matters deriving therefrom shall in all respects be governed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any and all suits for claims, for breach, for interpretation and any matters arising out of this agreement shall be maintained in a court of competent jurisdiction in the City of Martinsville

This Agreement and all matters of secure remote access to land records are governed by Virginia law and the Secure Remote Standards issued by the Virginia Information Technologies Agency (VITA). Laws and regulations are subject to change and may impact the availability and amount of land records and *the methods by which data may be provided.*

If any provision of this Agreement is found to be invalid, the remaining provisions shall continue in full force and effect.