

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

This Agreement is made and entered into by and between the Loudoun County Circuit Court Clerk's Office (hereinafter "Clerk's Office") and _____ (*Name of Applicant*) (hereinafter "Subscriber"), a licensed attorney by 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 a Circuit Court to have remote access to court documents on its website.
- c. "Inquiry Only Access" means access to only search for, view and print document images.
- d. "OCRA" is the Office of the Executive Secretary of the Supreme Court of Virginia's (OES) Officer of the Court Remote Access system that enables remote viewing of documents in the OES Case Imaging System.

3. DAYS AND HOURS OF OPERATION

The 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.

4. 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 Office of the Executive Secretary.
- c. The Clerk's Office, its employees or agents will assume responsibility for:
 - 1) Providing the Subscriber with the current OCRA link.
 - 2) Providing the Subscriber with limited consultation on specific problems that arise in the use of the 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 4:00PM excluding Loudoun County (hereinafter "County") or Circuit Court holidays.

5. 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. The Subscriber may authorize users who are not attorneys to use his/her account. User's names and email addresses must be provided in this agreement. Access is limited as provided in Va. Code §17.1-293(e)(7).
- d. Information accessed from OCRA is for the use of the Subscriber as provided in Va. Code §17.1-293(e)(7).
- e. The Subscriber is responsible for ensuring that the use of OCRA is conducted in a proper and legal manner. If the Subscriber is charged with 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. This agreement may be reinstated after adjudication of the charge if it results in a finding of not guilty or dismissal.
- f. 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 Subscriber's access credentials, Subscriber will IMMEDIATELY notify the Clerk's Office in writing. The Clerk's Office reserves the right to change or terminate Subscriber's assigned username and password at any time if there is a reasonable belief that the security of the system has been compromised.
- g. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.
- h. Information obtained on the website cannot be sold or posted on any other internet website or redistributed to any third party.

6. LIMITATION OF LIABILITY

- a. It is acknowledged by the Subscriber that the information to be accessed through OCRA is stored and maintained in the Office of the Executive Secretary database system. The Subscriber hereby relieves and releases the Clerk's Office, its employees or agents and the Office of the Executive Secretary from liability for any and all damages resulting from the use of this service or interrupted service of any kind. The Subscriber hereby relieves, releases, indemnifies and holds harmless the Clerk's Office, its employees or agents and the Office of the Executive Secretary of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service.
- b. 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.
- c. 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.
- d. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.
- e. 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.
- f. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, its employees or agents and the Office of the Executive Secretary.

7. WARRANTIES

Pleadings, motions, praecipes and court orders can be filed or entered at any time in a specific criminal or civil case. Depending upon the volume of pleadings, motions and orders received during normal business hours, it may take the Clerk's Office one to two business days to process all paperwork. Therefore, neither the Clerk, deputy clerks, employees, or agents, nor OES 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. The service is provided "as is" and the Clerk's Office and OES make no warranties, express or implied, as to the accuracy or completeness of any information contained or provided therein by the service.

8. 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 will render this Agreement null and void.

9. 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.

10. 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.

11. ATTACHMENTS

The 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.

12. 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 via e-mail and/or posted on the Clerk's Office website at www.loudoun.gov/clerk, unless otherwise specifically stated herein.

13. TERMINATION

- a. This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other.
- b. This Agreement may be immediately terminated by the Clerk's Office for Subscriber's failure to comply with the terms of this Agreement or breach of Agreement.

14. SUBSCRIPTION FEES

The fee for new subscriptions is based on your starting date and is prorated. Any subscription starting after the 15th of the current month will be considered starting in the next month. *Any new subscriptions beginning in May or June will also be required to pay the renewal fee for the following fiscal year.

Start Month	
July	\$120.00
August	\$110.00
September	\$100.00
October	\$90.00
November	\$80.00
December	\$70.00
January	\$60.00
February	\$50.00
March	\$40.00
April	\$30.00
May *	\$140.00
June *	\$130.00

15. RATES, FEES AND TERMS MAY CHANGE.

The Clerk’s Office may change the Agreement terms upon providing notice to the Subscriber at least thirty (30) days in advance of any proposed changes. Subscriber fees are valid for one year and may be increased during the annual renewal period. Subscriber will have the right to terminate this Agreement consistent with paragraph 13 above. **Payment for the fees may be made via cash, check, money order or credit card (Discover, Visa or MasterCard). Payment may be made in person at the Clerk’s Office or mailed in along with the agreement. If paying by credit card via mail, please be sure to fill out completely and sign the credit card authorization form found at the back of this agreement. Please note that if paying by credit card you will incur a convenience fee of 4% or \$2.00 whichever is greater.**

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.

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.

APPLICANT'S FULL NAME: _____

BUSINESS/LAW FIRM NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

VIRGINIA STATE BAR NUMBER: _____

MEMBER OF THE LOUDOUN COUNTY BAR? Yes _____ No _____

OTHER ASSOCIATIONS: _____

ATTORNEY WILL SPONSOR THE FOLLOWING EMPLOYEES (Cannot be another attorney):

Name and Email Address

Name and Email Address

Name and Email Address

Name and Email Address

Date

Signature

Commonwealth of Virginia: _____; City/County of: _____

I, _____, a Notary Public or Deputy Clerk, do hereby certify that on this ____ day of _____, 20____, _____ 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

**Please mail this completed page and signed agreement to:
Clerk of the Circuit Court, Attn: LOCRA Subscription, P.O. Box 550, Leesburg, VA 20178**

For Clerk's Office Use Only: Reviewed by: _____ *Date:* _____

User Exempt: Yes / No If Yes please indicate why _____

Processed by: _____

Date: _____



COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN
OFFICE OF THE CLERK OF CIRCUIT COURT



P.O. Box 550
LEESBURG, VIRGINIA 20178
703-777-0270

www.loudoun.gov/clerk

Gary M. Clemens
Clerk

Kevin J. Blatchley
Chief Deputy - Business Services

Laura E. Boudreaux
Chief Deputy - Operations & Finance

Karen M. Myers
Chief Deputy - Judicial Services

Credit Card Authorization Form

Company Name: _____

Credit Card Information: Discover ____ Visa ____ MasterCard ____

Cardholder Name: _____

Credit Card Number: _____

Credit Card Security Code: _____ Expiration Date: _____

Amount: _____ Convenience Fee: _____ (4%)

Total Charge to Credit Card: _____

Billing Address where credit card statements are sent:

Phone Number: _____

Being the cardholder or Corporate Officer, by signing below I specifically authorize Loudoun County Circuit Court Clerk's Office to charge my credit card for the services and convenience fees (4% or \$2.00 whichever is greater).

Signature: _____

Printed Name: _____

Date: _____