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Premium Service Subscription Agreement

The Virginia Interactive (VI) is a state entity that assists Virginia government entities in providing information and services via the Internet. VI is part of the Virginia Information Technologies Agency (VITA). This agreement is between you, the Subscriber, and VI, and it permits you to access VI Premium Services. A subscription to VI is only necessary if you desire to access Premium Services. In order to subscribe to VI Premium Services, you must complete all sections of this subscription agreement. Please carefully read all information enclosed, including any insert on services, products, or prices. The agreement, plus any applicable inserts, must be signed, dated, and returned to the above address.

An initial subscription fee of \$95.00 is required. Please return a check or money order for \$95.00 with this agreement. Make checks payable to "Virginia Interactive." You also may pay by credit card by filling in the appropriate information on page two. Each subsequent year requires an annual renewal fee of \$95.00, which will be billed to your account automatically. VITA establishes Premium Services fees for VI. Certain VI services also may have statutory fees associated with them. If applicable, information on those fees will be provided on an insert sheet.

If you have any questions regarding information contained within this agreement, please contact VI at (804) 786-4718.

I have read and I agree to the terms and conditions of the VI Premium Service Subscription Agreement.

CUSTOMER SIGNATURE

Signature Date

Name Title

| For Office Use Only | |
|---------------------|------------------------|
| VI Account Number | _____ |
| User Name | _____ |
| Password | _____ |
| Classification | _____ |
| VI Signature | _____ |
| | General Manager |
| Date | _____ |

Virginia Interactive
Premium Service Subscription Agreement

**Mailing
Address**

Organization Name _____
Attention _____ **Title** _____
Address _____
City/State/Zip _____
Telephone _____ **Ext.** _____ **FAX** _____
Email Address _____

**Billing
Address**
(if different
than above)

Organization Name _____
Attention _____ **Title** _____
Address _____
City/State/Zip _____
Telephone _____ **Ext.** _____ **FAX** _____
Email Address _____

**Billing
Options**

Please Select One: All usage fees incurred will be totaled and billed monthly.

- MasterCard**
- Visa**
- American Express**
Card # _____
Exp. Date _____
- Auto Check Option**
Bank Name _____
Routing# _____ Account # _____
- Monthly Invoice (Minimum Charge)**
(Minimum Monthly charge is \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via U.S. mail. Minimum charge applies to DGIF, DHRM, DMV, & MVDB online services only.)

Virginia Interactive Premium Service Subscription Agreement

The Subscriber and the Virginia Interactive (VI), a part of the Virginia Information Technologies Agency (VITA), wish to contract for the provision of Premium Services from VI to Subscriber as per the Terms and Conditions below. VI provides on-line access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by VI.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which VI will provide services to Subscriber.
2. VI reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that this Agreement is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Subscriber by VI, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by VI in its sole discretion.
 - b. ID/Account Numbers: VI will issue user ID/account numbers. Subscriber is responsible for preserving the secrecy of account numbers and to ensure that access to services and use of his ID/account numbers are controlled by him and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is responsible for any and all charges for services to his ID/account numbers whether or not authorized by Subscriber.
 - c. Access: Subscriber is solely responsible for the selection and procurement of any equipment and telephone lines necessary to access the VI service.
 - d. Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through VI services.
 - e. Premium Services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Subscriber to have access to those services.
5. Payment
 - a. Invoices for all services rendered will be prepared by and provided by VI. Rates shall be in accordance with the current VI rate schedule. Terms of invoice payment shall be net thirty (30) days.
 - b. In addition to the rates contained herein, Subscriber shall pay VI for all sales, use, and excise taxes incurred by VI in providing services to Subscriber. VI makes no representations as to the liability or exemption from liability of the Subscriber to any tax imposed by any governmental entity.
 - c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
 - d. Payment Options: (Subscriber selects one)
 - e. Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
 - f. Credit Card - Charges the monthly usage fees to your charge card monthly.
 - g. Monthly Invoice - VI bills subscriber monthly; monthly charge is the greater of actual use or \$15.00. The minimum charge applies to DGIF, DHRM, DMV, & MVDB online services only.
 - h. Default: An account is in default if it is past due. In the event of default, VI may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent VI from exercising this option at any other time or degree of delinquency.
6. Limitation of Liability
 - a. The remedies set forth in this Agreement are exclusive and in no event shall VI, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered to him may experience problems of various kinds resulting in an inability to provide services.

- b. Subscriber agrees that VI will not be liable for any claim or demand of any nature or kind whether asserted against VI or against Subscriber by any third party, arising out of the services or materials provided for their use; Subscriber agrees to indemnify and hold VI harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
- c. VI shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers and by acts of God, flood, fire, war, or public enemy.
- d. No action or suit, regardless of form, other than an action for payments due VI, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e. Virginia Interactive, LLC, the Commonwealth of Virginia, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on VI shall at no time be liable for any errors in or omissions from information available on VI.

7. Warranty

- a. VI makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While VI and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Subscriber warrants that the Subscriber is aware of and will comply with all applicable federal, state, local, or other laws and regulations with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through VI.

8. Fee Changes

- a. Fees are as set forth in the Premium Service Subscription Agreement insert and are established by VITA (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)
- b. The parties may enter into a fixed-term agreement setting forth a set fee for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations

- a. Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), use data received from or through VI in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- b. Subscriber specifically recognizes and affirms that he, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
- c. Subscriber understands that his VI service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.
- d. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by VI.
- e. Subscriber acknowledges that records of its access to Premium Services will be maintained by VI and are subject to audit and examination for compliance with applicable limitations on use.

10. Tradename/Trademark

Subscriber agrees that he will not use the trademark "VI" or "Virginia Interactive" or any of VI's services identified in any fashion unless specifically authorized to do so in writing by VI.

11. General

- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that he has read this Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by VI on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of VI's right to performance of any such term or terms.
- c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- d. Governing Law: This Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia as such laws are applied to contracts made and to be performed in Virginia, and all actions hereunder shall be brought in a court of competent jurisdiction in Virginia and in no other jurisdiction.
- e. Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. VI may assign this Agreement and/or the payments due to VI without notice to or requirement for Subscriber's permission or approval.

- 12. Virginia Interactive, LLC, a Virginia corporation, manages Virginia.gov's day-to-day operations and activities. Virginia LLC is not authorized to alter or amend this agreement.

VI Premium Services

You may select the Premium Services to which you would like to have access. Please note that certain services require additional forms and approvals. The following services allow up to 10 user ID/passwords with one subscription. Not all services allow for this.

___ **Online access to driver and vehicle records of the Virginia Department of Motor Vehicles**

VI is the exclusive agent for online access to Virginia driver and vehicle records. Authorized users pay a \$ 7.00 fee for each driver record that is accessed. *There is a \$15 monthly minimum purchase if you choose to receive a monthly invoice.* Completion of the Individual Use Application is required.

___ **Online access to the Department of Health Professions' Public Information Database**

VI is the exclusive agent for online access to the licensed health professionals' database. Subscribers may sort the data by occupation, last name and/or location. This information can be placed into an office database that will allow subscribers to create mailing labels, envelopes, and/or letterhead without having to reenter the data. The first record is \$100.00. Each additional 1,000 records, or a part thereof, is \$10.00.

___ **Online Employment Verification and Salary Information of current and former State employees, developed in partnership with the Department of Human Resource Management**

Users may access detailed employment information, such as salary information, if a former or current State employee has signed a release authorizing access to his/her information. There is no charge for requesting employment verification with no salary information. A \$15.00 fee will be assessed for each complete record that includes salary information. Completion of the Employment Verification and Salary Information Addendum is required.

___ **Online access to the boat registration database maintained by the Virginia Department of Game and Inland Fisheries**

VI provides access to an online, searchable database of all registered boats in Virginia. Commercial users, such as boating companies and marine organizations pay \$1.00 per record for 1 to 50 record requests with a \$25.00 minimum purchase; \$50.00 for a batch record query of 50 to 2,500 record requests; and \$3,000.00 for initial access to the entire database; \$500.00 for each subsequent request. Completion of the Virginia Department of Game and Inland Fisheries Online Boat Registration Addendum is required.

___ **Online Professional Employment Organization (PEO) Registration**

On behalf of the Virginia Workers' Compensation Commission, VI provides the online PEO registration service. Insurance providers wishing to do business in Virginia must register via the online service and pay an annual fee of \$1,000. Completion of the Professional Employment Organization Online Registration Addendum is required.

___ **Online Filing of Service of Process through the Secretary of the Commonwealth**

After clicking on the appropriate links, SOP filers will enter data in a short series of screens that captures important information about the case and the parties. After all data is entered, the online filing system will generate the affidavit for service of process. SOP filers are prompted to print the affidavit, affix necessary "wet" signatures, and deliver the original affidavit and one copy, along with one copy of the notice or process papers, to the SOC. The statutory fee for SOP filings is \$28.00.

The above services allow for up to 10 user ID/passwords. Please list each individual who is to have access to the requested service(s).

| | Name | E-Mail Address | Office Use Only – UN | Office Use Only–PW |
|-----|-------|----------------|----------------------|--------------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ | _____ |

___ **“Lobbyist-In-A-Box” Web-based bill tracking service, developed in partnership with the Virginia General Assembly’s Division of Legislative Automated Systems**

Users may create detailed profiles to track legislation of interest and receive automatic notification via electronic mail of changes to those bills. The cost of this service is based on the range of services a user selects and whether the user is a public or private sector employee. “Lobbyist-In-A-Box” is also available on palm-based devices, including those with a wireless Internet connection.

Pricing is as follows:

1 User ID/Password: Other Users \$600 State Agencies \$400

| | Name | E-Mail Address | Office Use Only – UN | Office Use Only–PW |
|----|-------|----------------|----------------------|--------------------|
| 1. | _____ | _____ | _____ | _____ |

2 – 5 User ID/Passwords: Other Users \$850 State Agency \$600

| | Name | E-Mail Address | Office Use Only – UN | Office Use Only–PW |
|----|-------|----------------|----------------------|--------------------|
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |

Above 5 User ID/Passwords s is \$200 per additional User ID

| | Name | E-Mail Address | Office Use Only – UN | Office Use Only–PW |
|-----|-------|----------------|----------------------|--------------------|
| 6. | _____ | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ | _____ |
| 9. | _____ | _____ | _____ | _____ |
| 10. | _____ | _____ | _____ | _____ |

