

SUBSCRIBER ACCESS AGREEMENT

This Agreement dated _____ is made between the **Clerk of the Circuit Court, Volusia County, Florida** (the "Clerk") and _____ (the "Customer") for the purpose of providing electronic access to certain data received and/or created by the Clerk in the ordinary course of business for one authorized User, as defined in this Agreement.

I. PERIOD OF AGREEMENT

This Agreement may be canceled by either party without cause upon 15 days written notice. Written amendments or addendums to the Agreement may be required from time to time and the Customer will have the option of accepting the written conditions or terminating the Agreement.

II. DATA AVAILABILITY

The Clerk will make available at her discretion data received or created in the ordinary course of business. This Agreement excludes the provision of information, document types or case categories which are deemed confidential or non-public, or are otherwise restricted by law or excluded at the Clerk's discretion.

III. RATES

The following specific conditions apply:

- a) There is a one-time non-refundable initiation fee in the amount of \$100.00 per User for access to the Clerk's systems that pays for the initial one-time training on the applications, the setup of the User's account, and password and application privileges.
- b) If additional training is requested at a later date there will be an additional fee of \$25.00 per training session required.

IV. SYSTEM AVAILABILITY AND EQUIPMENT RECOMMENDATIONS

The Clerk will provide access to the system at all times through www.clerk.org. However, support for the system will be limited to Monday through Friday from 8am to 4:30pm, excluding holidays. The Clerk assumes no responsibility for system downtime during the hours of availability. The Customer is hereby made aware that the system may be unavailable at the option of the Clerk. The Customer is responsible for Customer site equipment.

V. CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) ACCESS

Do you require access to CJIS? Yes No

If yes, I agree to the following:

- a) The Customer acknowledges the awareness of any County, State and Federal laws and/or regulations which prohibit improper use or disclosure of derived criminal justice information and agrees to adhere to all applicable laws. Failure of Customer/User to comply with such laws and/or rules shall constitute grounds for immediate termination of services or withholding of criminal information to the Customer, and may subject the Customer/User to criminal and/or civil liability pursuant to Florida or Federal law.
- b) The Customer agrees to monitor its equipment to prevent unauthorized use of equipment or access to records. The Customer agrees to notify the Clerk of Circuit Court of any breaches of system security which are brought to its attention.

VI. TERMS AND CONDITIONS

The data accessed under this Agreement is provided at the Clerk’s discretion for information purposes only, and is not the original or official copy of the record(s) in the Clerk’s custody. The Clerk does not expressly or impliedly warrant that the information or data accessed by the Customer is accurate or correct. The Clerk shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any amendments thereto. **In no event shall the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Customer's use or application of the information accessed as a result of using the system under this Agreement.** In the event that any legal proceedings are commenced as a result of this Agreement, the venue for any such proceedings is Volusia County, Florida.

VII. AUTHORIZED USER

The Customer agrees to notify the Clerk’s Office in writing of any change regarding the authorized User for this agreement. The authorized User’s name is _____.

VIII. AUTHORIZED CUSTOMER

Do you currently have an Attorney of Record Access account with the Clerk of Court? No [] Yes []. If yes, please provide your current login ID: _____.

Signature (date) Printed Name

Mailing address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Phone: _____ Fax: _____

The assignment of a User Login ID and Password constitutes acceptance of the Agreement by the Clerk.

Mail the completed form to: **Clerk of the Circuit Court**
ATTN: I.S. Department
P.O. Box 6043
DeLand, FL 32724

Attach your check for \$100 made payable to the “Clerk of the Circuit Court.”

<p>X. CLERK USE ONLY</p> <p>User’s Login ID: _____ Date Assigned: _____</p>
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