

– APPLICATION AND SUBSCRIBER AGREEMENT –
OFFICER OF THE COURT REMOTE ACCESS – (OCRA)

This application must be completed by each individual user for access to case documents. A non-attorney applicant must be a directly supervised staff member of an Attorney who is an active Subscriber. The supervising Attorney must also sign this application.

The 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 *Subscriber Agreement for Remote Access to Frederick County Circuit Court Case Imaging System* as incorporated by reference herein.

SUBSCRIBER APPLICATION – Officer of the Court Remote Access (hereinafter “OCRA”)

APPLICANT’S FULL NAME: _____

BUSINESS NAME, IF APPLICABLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

VSB NUMBER: _____

!!!! Include a copy of your Virginia State Bar card if applicable !!!!

UNITED STATES CITIZEN: () YES () NO

IF APPLICABLE, NAME OF ACTIVE ATTORNEY SUBSCRIBER UNDER WHOM YOU ARE DIRECTLY SUPERVISED:

ARE YOU CURRENTLY SUBSCRIBED TO “OCRA” IN ANOTHER COURT? _____

SUBSCRIBER AGREEMENT – Officer of the Court Remote Access (hereinafter “OCRA”)

This Agreement is made and entered into _____, 20 _____, by and between the Frederick County Circuit Court Clerk and _____, the Subscriber. For the purposes of this Agreement, Subscriber shall include the following: a member in good standing of the Virginia State Bar, or a directly supervised staff member, a *pro hac vice* attorney authorized by the Court for purposes of the practice of law, and such governmental agencies as authorized by the Clerk. (Virginia Code § 17.1-293)

TERMS AND CONDITIONS OF THE 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. APPLICATION

An application must be completed. The application must be approved by the Clerk before the Subscriber ID and Password will be issued.

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3. 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 the City of Winchester 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 Supreme Court of Virginia’s (SCV) Officer of the Court Remote Access System that enables remote viewing of documents in the SCV Case Imaging System.
- e. “Clerk” shall include the City of Winchester Circuit Court Clerk’s Office, its deputies, employees and agents.

4. SUBSCRIBER OPTIONS

The Clerk provides one option: access to an on-line database allowing inquiry-only access to currently scanned court cases.

5. 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.

6. FEES

The subscription fee is \$100.00 per year per attorney and is available only as a one-year subscription. For each subscribing attorney, one staff member, who is directly supervised by the subscribing attorney, is authorized OCRA access at no additional fee. An authorized staff member must complete an OCRA Application and Subscriber Agreement. 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 Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. Employees of governmental agencies are exempt from fees and can request access by completing an Application and Subscriber Agreement. *The Clerk’s Office will send an annual renewal notice to each subscriber for this service. It is the responsibility of the Subscriber to return the completed renewal notice along with the annual subscription fee prior to each anniversary date if the subscriber would want to have continued access to OCRA.*

7. SERVICES

The Clerk 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. The servers that store the programs and data are maintained and managed by the Supreme Court of Virginia. The Clerk will assume responsibility for:

- a. Providing the Subscriber with the current OCRA link on the Clerk’s Circuit Court’s Web Page at <http://www.winfredclerk.com/> and <https://cisweb.courts.state.va.us/Ocra/login/544423/a.html>.
- b. Providing the Subscriber with limited consultation on specific problems that arise in the use of the OCRA. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
- c. Limited customer support is only available Monday through Friday 9:00 AM to 5:00 PM excluding Winchester Circuit Court holidays.

8. SUBSCRIBER 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 the contract shall be any person, employee, support staff, or entity other than the Subscriber.
- d. Information accessed from OCRA is for the use of the Subscriber in the ordinary course of their business and in accordance with Virginia Code § 17.1-293(E) . Subscriber has a duty to bring to the Clerk’s attention any errors or omissions in the currently scanned Court case documents. Notification may be by electronic mail.
- e. Subscriber shall not permit any data accessed by secure remote access to be sold or posted on any other Internet website or in any way redistributed to any third party, and the clerk reserves the discretion to deny secure remote access to ensure compliance with this provision.

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- f. The Subscriber is responsible for ensuring that the use of OCRA 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 (Section 18.2-152.1 of the Code of Virginia), arising out of their use of OCRA, the Clerk shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting the Clerk from pursuing any other remedy available to it for such breach.
- g. The Subscriber is responsible for ensuring the security of the Subscriber's assigned username and password. If at any time the Subscriber has knowledge of compromised security of Subscriber's access credentials, Subscriber will IMMEDIATELY notify the Clerk in writing.
- h. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.

9. LIMITATION OF LIABILITY

- a. It is acknowledged by the Subscriber that the information to be accessed through OCRA is stored and maintained in the Clerk's Office database system. The Subscriber hereby relieves and releases the Clerk from liability or any and all damages resulting from the use of this service or interrupted service of any kind. The Subscriber further relieves and releases the City of Winchester, its Mayor, and its Council members, officers and their deputies, employees and agents from liability for any and all damages resulting from the use of this service or interrupted service of any kind.
- b. The Subscriber hereby relieves, releases, indemnifies and holds harmless the Clerk, the City of Winchester, its Mayor, and its Council members, officers and their deputies, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- c. The Subscriber agrees that the Clerk shall not be liable for negligence or lost profits, resulting from any claim or demand against the Subscriber by any other party.
- d. In no event will the Clerk be liable for consequential damages even if the Clerk has been advised of the possibility of such damages.
- e. It is acknowledged by the Subscriber that the City of Winchester, its Mayor, its Council members, officers and their deputies, employees or agents are not a party to this Agreement and that the City shall incur no liability hereunder.
- f. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.
- g. 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, any and all damage resulting from incorrect data or other misinformation accessed from this service, or any claim or demand against the subscriber by any other party.
- h. 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 date or information, the Subscriber should consult the official governmental record.
- i. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Winchester Circuit Court, the City of Winchester, its Mayor, and its Council members, officers and their deputies, employees or agents.

10. WARRANTIES

Neither the Clerk, deputy clerks, employees, or agents, nor the City of Winchester, its Mayor, its Council members, officers and their deputies, employees or agents expressly or impliedly 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.

11. 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, is null and void.

12. 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.

13. 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. The Clerk may

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

14. NOTICE

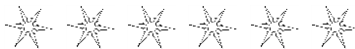
Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereon shall be delivered in person, mailed postage prepaid by certified or registered mail, or mailed electronically, unless otherwise specifically stated herein.

15. TERMINATION

- a. This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred.
- b. This Agreement may be terminated immediately by the Clerk for failure to comply with the terms of this Agreement, failure to make payments of charges or breach of Agreement.
- c. This Agreement shall terminate immediately if the Commonwealth of Virginia or the City of Winchester fails to appropriate and continue funding for the services provided under 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.



I certify that the information provided on this – **APPLICATION AND SUBSCRIBER AGREEMENT – OFFICER OF THE COURT REMOTE ACCESS – (OCRA)** is true and correct .

APPLICANT SIGNATURE: _____

SUPERVISING ATTORNEY’S SIGNATURE: _____

City / County of: _____

State of : _____

I, _____, a Notary Public or Deputy Clerk, do hereby certify that on this _____ day of _____, 20____, _____ and _____ personally
(name of applicant) (name of supervising attorney, if applicable)
appeared before me and swore and acknowledged to me that the statements contained in this Application and Subscriber Agreement - OCRA are true and correct.

My Commission Expires: _____
Notary Public or Deputy Clerk

Commission Number: _____
Print or Type Name and Phone # of Notary

For use by the Circuit Court Clerk’s Office Only

FREDERICK COUNTY CIRCUIT COURT CLERK’S OFFICE – Rebecca P. Hogan, Clerk of Court

By: _____
Date

Attorney: _____ Authorized Staff Member : _____ Fee Exempt Applicant: _____ Account Number: _____

USER LOGIN: _____ PASSWORD: _____

BAR ID NO: _____ EXPIRATION DATE: _____