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Premium Service Subscription Agreement

Please read the information included in this Premium Subscription Service Agreement carefully. Complete all sections of this agreement (including all required addendums), sign and date below. Please retain a copy of the Terms and Conditions for your records. Return the completed agreement to Virginia.gov either by fax or US Mail along with your payment to Virginia.gov for the initial subscription fee (amount varies per service). If you choose to fax the agreement, you must send the original signature page (this page only) to our office via US Mail with your initial subscription fee payment.

The annual fee is a recurring charge that is billed to your account yearly on the month that it was initially set up. Renewal is automatic unless Virginia.gov is notified in writing prior to the subscription renewal period. If you have any questions regarding information contained within this agreement, please contact VI at (804) 786-3794.

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

CUSTOMER SIGNATURE

Signature Date

Print Name Title

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 fees incurred will be totaled and billed monthly.

Option 1 – Credit Card (print card number clearly and legibly)

(check one) **Visa** **MasterCard** **American Express**

Card # _____

Exp. Date _____

Option 2 – Direct Debit (ACH)

Bank Name _____

Routing# _____ Account # _____

Option 3 – Monthly Invoice (sent to billing address above)

Subject to Minimum Monthly charge of \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via U.S. mail. Minimum charge applies to accounts accessing the DGIF and DMV online services only.

Auto Renewal - All accounts automatically renew each year, unless otherwise requested here.

Automatically Renew each year Do not renew

VI Premium Services

Please select the Premium Services to which you would like to have access. Please note that some of our services require additional forms and approvals.

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

Users have online access to Virginia driver and vehicle records. You must also complete the Information Use Application amendment. The fees for the service:

- \$95 Annual Subscription Fee
- \$105 Secure Token Device Fee – one required per login - token lifespan is four (4) years
- \$7.00 fee for each record that is searched including “no hit” record requests
- A minimum fee between \$1 - \$15 will be charged to your account if you opt for monthly invoice billing and your monthly usage fees are less than \$15

___ **DHP - Online access to the Virginia Department of Health Professions’ Public Information Database**

Users have online access to download the licensed health professionals’ database. The fees for the service are:

- \$95 Annual Subscription Fee
- \$100.00 per download plus \$10/per 1,000 records or a part thereof

___ **DHP Case - Online License and Case Decision Notification from the Department of Health Professions’ Public Information Database**

Subscribers of the License & Case Decision Notification service will receive an alert when there is an update to the status of a license or occupation, case decision or the notice of proceeding. You must complete the License and Case Decision Notification service addendum

- \$200 Annual Fee - Level 1 – License Status
- \$500 Annual Fee – Level 2 - License Status & Disciplinary Action

___ **DHRM - Online Employment Verification from the Virginia Department of Human Resource Management**

Users may access employment and salary information for former or current State employees who have signed releases authorizing access to their information. You must also complete the Employment Verification and Salary Information Addendum. The fees for the service:

- \$95 Annual Subscription Fee
- \$15 per employment verification search with salary information
- No charge for employment verification search without salary information

___ **DGIF - Online access to boat registration database from the Virginia Department of Game & Inland Fisheries**

VI provides access to an online, searchable database of the registered boats in Virginia. Commercial Users must complete the DGIF Boat Registration Addendum. The fees for the service:

- Commercial Users (Boating companies and marine organizations)

- \$95 Annual Subscription Fee
- Individual: \$1.00/record for 1-50 record requests with a \$25.00 minimum purchase
- Packet Request - \$50.00 for a batch record query of 50-2500 record requests
- Entire Database: \$3000 for initial access to the entire database; \$500 for each request thereafter
- A minimum fee between \$1 - \$15 will be charged to your account if you opt for monthly invoice billing and your monthly usage fees are less than \$15

- Non-Commercial Users (Local Governments - Commissioner of Revenue Offices)

- \$95 Annual Subscription Fee
- No charge for boat record requests

___ **LIAB - Lobbyist-In-A-Box online bill tracking through the Division of Legislative Automated Systems**

Users create profiles to track legislation and receive notification of activity to those bills. The fees for the service:

- State Agencies – billed annually
 - \$400 - 1 Login
 - \$600 – 2-5 Logins
 - \$250 Additional Logins over 5 users
- Private Companies - billed annually
 - \$600 - 1 Login
 - \$850 – 2-5 Logins
 - \$250 Additional Logins above 5 users

___ **PEO - Online Professional Employment Organization (PEO) Registration through the Virginia Workers' Compensation Commission**

Users have access to the online PEO registration and reporting service. Completion of the Professional Employment Organization Online Registration Addendum is required. The fees for the service:

- \$1000 Annual Fee
- No Charge for the Secure Token Device – one per account - token lifespan is four (4) years

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

Users access the electronic SOP system for filing and delivery of affidavits. The fees for the service:

- \$95 Annual Subscription Fee
- \$28 per SOP affidavit filing
- A minimum fee of \$15 will be charged to your account if you opt for monthly invoice billing and your monthly usage fees are less than \$15

Please list each individual who is to have access to the requested service(s). Please print clearly and legibly as each user will be contacted by email with their login and account information.

	Name	E-Mail Address
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

Virginia Interactive / Virginia.gov

Premium Service Subscription Agreement Terms and Conditions

Please read and retain a copy of the terms and conditions for your reference and information. Do not mail or fax us the terms and conditions section when you send in your Premium Service Subscription Agreement application. This is for your records.

The Subscriber and Virginia Interactive (VI) 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)
 - Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
 - Credit Card - Charges the monthly usage fees to your charge card monthly.
 - Monthly Invoice - VI bills subscriber monthly; monthly charge is the greater of actual use or \$15.00. The minimum charge applies to DGIF, SOP and DMV online services only.
 - e. 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.

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Premium Service Subscription Agreement Terms and Conditions

- 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 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 Interactive LLC is not authorized to alter or amend this agreement.