

Monthly Account Holder Agreement

You must be a monthly account holder in order to access certain eGovernment services through the *WV.GOV* portal. To register, read all the information carefully, complete and sign this Agreement along with any other required forms detailed on page two and return them to us at our address noted above.

The annual *WV.GOV* subscription fee is \$100.00. When returning this Agreement please enclose a check or money order made payable to West Virginia Interactive, LLC in the amount of \$100.00. Thereafter, the annual renewal is \$100.00 and is billed to your monthly account automatically. Please note, in addition to a subscription fee, certain *WV.Gov* services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Any statutory or usage fees are billed on a monthly basis; annual subscription and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this Agreement, please contact West Virginia Interactive at (304) 414-0265.

Section 1: Signing up is as easy as 1, 2, 3 ...

- 1) **Complete this Monthly Account Holder Agreement.** Don't forget to list your users in Section 2, select the services you wish to subscribe to, choose a billing method and sign below. Make sure you include your first year subscription fee of \$100.00.
- 2) **Complete any additional forms relevant to the services you select detailed in Section 2 and return them with this Agreement.** This will only apply depending on the specific services you wish to subscribe to.
- 3) **Sign and return this Agreement with your check or money order made out to the address above.** Upon receipt of the signed and completed Agreement(s), West Virginia Interactive will activate your accounts to begin using your subscription services immediately. Please Note: some services may require additional approval as noted in Section 2 before access can be provided.

CUSTOMER SIGNATURE – sign here

Signature

Date

Name (printed)

Title

By my signature I agree that:

I have read and agree to the terms and conditions of West Virginia Interactive's Monthly Account Holder Agreement as presented. If signing this Agreement on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.

Section 2: Monthly Account Holder Information

Physical Address Organization Name: _____
Attention: _____ Title: _____
Address 1: _____
Address 2: _____
City/State/Zip: _____
Telephone: _____ Ext. _____ Fax: _____
Email Address: _____

Billing Address Organization Name: _____
Attention: _____ Title: _____
Address 1: _____
Address 2: _____
City/State/Zip: _____
Telephone: _____ Ext. _____ Fax: _____

Billing Options **Please Select Only One Option:**
All usage fees incurred will be totaled and billed monthly

Monthly Invoice Option
(Monthly invoice sent via U.S. mail to billing address noted above)

Government Exempt
(West Virginia Government Agencies Only – may require additional approval)

Auto Check Option
(Usage fees are deducted from checking account monthly)

Bank Name: _____

Account#: _____

Routing#: _____

Please select the service(s) desired:

Department of Motor Vehicles – Driver Operating Record, West Virginia Interactive is the exclusive agent for online access to West Virginia driver operating records. Authorized users pay the annual subscription fee and an \$9.00 fee for each record accessed. Completion of the following additional forms are also required: (1) Application & Agreement for Official Drivers License Data Access from West Virginia AND (2) West Virginia Driver's Privacy Protection Act Agreement.

Secretary of State Bulk Data

This service allows authorized monthly account holders the ability to download business and UCC records on file with the West Virginia Secretary of State. Please check the service(s) you are subscribing to:

- Business Entity Bulk Data – Full database \$12,000 per download.
- Business Entity Bulk Data – \$1,750 per month for daily, weekly and monthly updates.
- UCC Bulk Data – Full database \$12,360 per download.
- UCC Bulk Data – \$1250 per month for daily, weekly and monthly updates.
- UCC Bulk Images – All images as of January 1, 2015 \$12,360 per download.
- UCC Bulk Images – \$1250 per month for weekly and monthly updates.

Monthly Account Holder Users:

Please list each individual who is to have access to the requested service(s). You must self register each user first, and then complete the following user designation information. Please register at <https://apps.wv.gov/Accounts>.

Name(s) to be assigned to subscription: (max. 10 users per subscription – Premium Services Only)

	Name	Email Address	User ID
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Section 3: West Virginia Interactive Monthly Account Holder Service Agreement

The Monthly Account Holder and West Virginia Interactive, LLC (WVI) wish to contract for the provision of services from WVI to Monthly Account Holder as per the Terms and Conditions below. WVI provides online access, from terminals or personal computers, to a number of databases with related services. Monthly Account Holder wishes to use the services made available by WVI.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which WVI will provide services to Monthly Account Holder.
2. WVI reserves the right to withdraw any service without consulting Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to Monthly Account Holder in connection with deletion of any such service.
3. Monthly Account Holder acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement and other notices provided to Monthly Account Holder by WVI constitute 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 Monthly Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Monthly Account Holder'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 (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by WVI at its sole discretion.
 - b) ID/Account Numbers: WVI will issue to the Monthly Account Holder a maximum of ten (10) ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her 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. Monthly Account Holder is liable for any and

all charges for services to his/her ID/account numbers whether or not authorized by Monthly Account Holder.

- c) Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices and other limitations on use applicable to services, databases, or other information provided through WVI services.

5. Payment

- a) Invoices for all services rendered will be prepared by WVI and provided by WVI. Rates shall be in accordance with the current WVI rate schedule. Terms of invoice payment shall be net thirty (30) days.
- b) In addition to the rates contained herein, Monthly Account Holder shall pay WVI for all sales, use, and excise taxes incurred by WVI in providing services to Monthly Account Holder.
- c) Past due invoices will be subject to a delinquency charge of 1.5% of the amount in arrears per month, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d) Electronic Check Option: Banking institution automatically deducts amount of usage fees out of checking account monthly.
- e) Visa/MasterCard/Discover/American Express Option: Charges the monthly usage fees to your charge card monthly.
- f) Monthly Minimum Option: WVI bills you monthly. Monthly charge is actual use, or \$15.00, whichever is greater.
- g) Default: An account is in default if it is past due or if Monthly Account Holder should declare a bankruptcy or insolvency. In the event of default, WVI may, at its sole option, block the Monthly Account Holder from use of the account either temporarily, 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 WVI 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 WVI, 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 Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed. Monthly Account Holder specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.
- b) Monthly Account Holder agrees that WVI will not be liable for any claim or demand of any nature or kind whether asserted against WVI or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use. Monthly Account Holder agrees to indemnify and hold WVI harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Agreement.
- c) WVI 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 circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d) No action or suit, regardless of form, other than an action for payments due WVI, 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) WVI, West Virginia state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on the WV.GOV portal shall at no time be liable for any errors in or omissions from information available on the WV.GOV portal.

7. Warranty

- a) WVI makes no warranties express or implied, including but not limited to any implied warranties. While WVI 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) Monthly Account Holder warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to any and all information, databases, programs, or other products to which access is provided by or through WVI.

8. Rate Changes

- a) Rates are as set forth in Section 2 of this Agreement and are established by WVI at its sole discretion (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 rate for a specified term. Any such Agreement will be evidenced and detailed in writing.
- 9. Limitations - Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account numbers, use data received from or through WVI in any way except in full and complete compliance with all applicable laws.
- 10. Trade name/Trademark - Monthly Account Holder agrees that he/she will not use the trademark "WVI" or "West Virginia Interactive" or any of WVI's services identified in any fashion unless specifically authorized to do so in writing by WVI. Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by WVI.

11. General

- a) Waiver: The waiver, modification, or failure to insist by WVI 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 WVI's right to performance of any such term or terms.
- b) 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.
- c) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of West Virginia as such laws are applied to contracts made and to be performed entirely in West Virginia and all actions hereunder shall be brought in whole or in part to the Circuit Court of Kanawha County, West Virginia. This Agreement shall be governed by West Virginia law without regard to conflict of law principles.
- d) Assignment: This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. WVI may assign this Agreement and/or the payments due to WVI without notice to or requirement for Monthly Account Holder's permission or approval.