

# Virginia Information Providers Network



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<http://www.vipnet.org>

## Individual Verification Service Agreement

The Virginia Information Providers Network (VIPNet) is an Internet-based electronic gateway service designed to streamline access to government information. VIPNet is a creation of the Virginia Information Providers Network Authority. This agreement is between you, the (Participant), and the VIPNet Authority, and it permits you to access Virginia Commonwealth University employment and salary verification information. In order to subscribe to individual verification services, you must complete **all** sections of this subscription agreement and the employment verification addendum. 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.

A fee of \$15 will be assessed for every individual verification that is made. VIPNet will issue each participant up to 10 ID/account numbers. On the following page please select which form of payment you wish to use.

Alternatively, a user may choose to become a subscriber to the VIPNet Premium Services by completing the VIPNet Premium Service Subscription Agreement and Employment Verification Addendum, paying the annual \$50 subscription fee and sending in this information and payment with a request to change types of services. Certain VIPNet 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 VIPNet at (804) 786-4718.

**I have read and I agree to the terms and conditions of the Virginia Information Providers Network Authority Individual Verification Service Agreement.**

### CUSTOMER SIGNATURE

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

### FOR OFFICE USE ONLY

VIPNet Account Number \_\_\_\_\_

User Name \_\_\_\_\_

Password \_\_\_\_\_

Classification \_\_\_\_\_

VIPNet Signature \_\_\_\_\_  
Chairman, Board of Directors

Date \_\_\_\_\_



# Virginia Information Providers Network Authority

## Individual Verification Service Agreement

The Subscriber and the Virginia Information Providers Network Authority wish to contract for the provision of premium services from VIPNet to Subscriber as per the Terms and Conditions below. VIPNet 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 VIPNet.

### Terms and Conditions

1. This Agreement sets forth the terms and conditions under which VIPNet will provide services to Participant.
2. VIPNet reserves the right to withdraw any service without consulting Participant prior to withdrawing such service and shall have no liability whatsoever to Participant in connection with deletion of any such service.
3. Participant 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 Participant by VIPNet, 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 Participant issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Participant'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 VIPNet in its sole discretion.
  - b) ID/Account Numbers: VIPNet will issue to the Participant a maximum of 10 ID/account numbers per annual fee. Participant 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. Participant is responsible for any and all charges for services to his ID/account numbers whether or not authorized by Participant.
  - c) Access: Participant is solely responsible for the selection and procurement of any equipment and telephone lines necessary to access the VIPNet service.
  - d) Copyright and Ownership of Information: Participant agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through VIPNet services.
5. Payment
  - a) Rates for all services shall be in accordance with the current VIPNet rate schedule. Terms of invoice payment shall be net thirty (30) days.
  - b) In addition to the rates contained herein, Participant shall pay VIPNet for all sales, use, and excise taxes incurred by VIPNet in providing services to Participant. VIPNet makes no representations as to the liability or exemption from liability of the Participant to any tax imposed by any governmental entity.
  - c) Past due accounts or those with insufficient funds to cover the amount due will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Participant agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
  - d) Payment Options: (Participant selects one)
    - (i) Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
    - (ii) Visa/Mastercard - Charges the monthly usage fees to your charge card monthly.
  - e) Default: An account is in default if it is past due or if there are insufficient funds to cover the amount due. In the event of default, VIPNet may, at its sole option, block the Participant 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 VIPNet 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 VIPNet, 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 Participant for the services in connection with which a claim of liability is asserted or imposed. Participant 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) Participant agrees that VIPNet will not be liable for any claim or demand of any nature or kind whether asserted against VIPNet or against Participant by any third party, arising out of the services or materials provided for their use; Participant agrees to indemnify and hold VIPNet harmless from claims of third parties arising out of the Participant's use of the services or materials provided pursuant to this Agreement.
  - c) VIPNet 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 VIPNet, 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) The Virginia Information Providers Network Authority, Virginia Interactive, LLC, 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 the Virginia Information Providers Network shall at no time be liable for any errors in or omissions from information available on VIPNet.

## 7. Warranty

- a) VIPNet makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While VIPNet 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) Participant warrants that he 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 VIPNet.

## 8. Fee Changes

- a) Fees are as set forth in the Individual Verification Service Agreement insert and are established by the Board of Directors of the Virginia Information Providers Network Authority at its public meetings (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 Participant, or any other party acting by or through Participant or using Participant's ID/account number(s), use data received from or through VIPNet in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- b) Participant specifically recognizes and affirms that he, or any other party acting by or through Participant or using Participant's ID/account number(s), will comply with all applicable provisions of the Virginia Public Records Act and Privacy Protection Act as a requestor of public information.
- c) Participant understands that his VIPNet 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) Participant agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Participant by VIPNet.
- e) Participant acknowledges that records of its access to premium services will be maintained by VIPNet and are subject to audit and examination for compliance with applicable limitations on use.

## 10. Tradename/Trademark

Participant agrees that he will not use the trademark "VIPNet" or "Virginia Information Providers Network" or any of VIPNet's services identified in any fashion unless specifically authorized to do so in writing by VIPNet.

## 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 VIPNet 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 VIPNet'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 Participant and any attempted assignment or transfer shall be null and void and of no force or effect. VIPNet may assign this Agreement and/or the payments due to VIPNet without notice to or requirement for Participant's permission or approval.

- 12. VIPNet's day to day operations and activities are managed by Virginia Interactive, LLC, a Virginia limited liability corporation. Virginia Interactive, LLC, is not authorized to alter or amend this agreement.