



Alabama Interactive, Inc
3 South Jackson Street, Suite 200
Montgomery, AL 36104
(866) 353-EGOV
www.alabamainteractive.org
subscriptions@alabamainteractive.org

Subscriber Registration Agreement

You must be a registered user to access certain e-Government services through Alabama Interactive.

To register, read all the information carefully, complete this agreement and other required forms (where applicable) return to us.

A \$75 annual subscription fee may apply (please review page 2 of this agreement under the section marked "Please select the service desired" to verify). When returning this agreement please enclose a check or money order made to Alabama Interactive in the amount of \$75. You may pay by credit card by filling out the information on page two. Thereafter, the annual registration renewal is \$75 and will be billed to your subscription account automatically.

Certain Alabama Interactive services have statutory and/or Alabama Interactive transaction fees associated with them. Information on all fees is provided as an attachment to this Registration Agreement or on the associated Internet pages.

If you have any questions regarding information contained within this agreement, please contact Alabama Interactive at 1-866-353-EGOV (1-866-353-3468) or email Subscriptions@alabamainteractive.org.

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

- 1) **You will need a computer with a modem, Internet software and an Internet service provider.**
- 2) **Complete this Subscription Registration Agreement and the information request form.** Don't forget to assign your user names on page two. Then choose a billing method and sign below.
- 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, Alabama Interactive will mail your usernames and passwords. When you receive them you may begin using our subscription services immediately.

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 Alabama Interactive's Subscriber Registration Agreement as presented.

Alabama Interactive Subscriber Registration Agreement

Mailing Organization Name: _____

Address Attention: _____ Title: _____

Address 1: _____

Address 2: _____

City/State/Zip: _____

Telephone: _____ Ext. _____ Fax: _____

Type of Business (what you do): _____

Billing Organization Name: _____

Address Attention: _____ Title: _____

Address 1: _____

Address 2: _____

City/State/Zip: _____

Telephone: _____ Ext. _____ Fax: _____

Billing Please Select credit card, auto check, or monthly invoice:

Options VISA MasterCard Discover American Express Auto Check Option
(Monthly usage fees are charged to credit card) (Monthly usage fees are deducted from checking account)

Card # _____ Bank Name _____

Exp. Date: _____ Routing# _____

Account# _____

Monthly Manual Invoice
*(Monthly charge is \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via U.S. mail. **May not apply.**)*

Please select the service desired:

DPS-MVR, Alabama Interactive is the exclusive agent for online access to Alabama driver records. Authorized users pay the annual subscription fee and a \$7.75 fee for each record accessed. Completion of the Alabama DPPA agreement is required.

ABN- GROUP ONLINE LICENSE VERIFICATION, PUSH technology system allowing employers and others to receive license status and other key information. \$75.00 subscription fee DOES NOT apply. Please select a service level:

_____ **Level 1** PUSH technology, Name of licensee, License Number, License status (including temporary permits), Expiration date of license, Original date of licensure. (\$100.00/year)

_____ **Level 2** Level 1 access plus prior discipline. (\$750.00/ year)

_____ **Level 3** Level 1 & 2 access plus Advance Practice status (\$1,500.00/year)

_____ **Level 4** Level 3 access, including prescriptive authority for **non-employers** (\$2,000.00/year)

ABN- Electronic Mailing Labels, download mailing labels for licensed nurses. (\$50.00 plus \$0.06 per record)

ADO- Industrial Database, Allows users to search and download industry sectors, industrial classification codes, location, contact information, and company name. (\$250.00/year) **\$75.00 subscription fee DOES NOT apply.**

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

	Name	Email Address	Office Use Only – UN	Office Use Only - PW
1.	_____	_____		
2.	_____	_____		
3.	_____	_____		
4.	_____	_____		
5.	_____	_____		
6.	_____	_____		
7.	_____	_____		
8.	_____	_____		
9.	_____	_____		
10.	_____	_____		

Terms and Conditions

Alabama Interactive Subscription Service Agreement

The Subscriber and Alabama Interactive, Inc. (AI) wish to contract for the provision of services from AI to Subscriber as per the Terms and Conditions below. AI provides online access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by AI.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which AI will provide services to Subscriber.
2. AI 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 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 Subscriber by AI 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 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 (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by AI at its sole discretion.
 - b) ID/Account Numbers: AI will issue to the Subscriber a maximum of ten (10) ID/account numbers per annual fee. Subscriber 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. Subscriber is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Subscriber.
 - c) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices and other limitations on use applicable to services, databases, or other information provided through AI services.
5. Payment
 - a) Invoices for all services rendered will be prepared by AI and provided by AI. Rates shall be in accordance with the current AI rate schedule. Terms of invoice payment shall be net thirty (30) days.
 - b) In addition to the rates contained herein, Subscriber shall pay AI for all sales, use, and excise taxes incurred by AI in providing services to Subscriber.
 - 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. Subscriber 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: AI 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 Subscriber should declare a bankruptcy or insolvency. In the event of default, AI may, at its sole option, block the Subscriber 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 AI 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 AI, 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 it is experimental and may experience problems of various kinds resulting in an inability to provide services.

- b) Subscriber agrees that AI will not be liable for any claim or demand of any nature or kind whether asserted against AI or against Subscriber by any third party, arising out of the services or materials provided or their use. Subscriber agrees to indemnify and hold AI harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
- c) AI 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 AI, 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) Alabama Interactive, Inc., Alabama 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 Alabama Interactive shall at no time be liable for any errors in or omissions from information available on the AI network.

7. Warranty

- a) AI makes no warranties express or implied, including but not limited to any implied warranties. While AI 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 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 AI.

8. Rate Changes

- a) Rates are as set forth in the Subscription Service Agreement insert and are established by AI 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 Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account numbers, use data received from or through AI in any way except in full and complete compliance with all applicable laws.

10. Trade name/Trademark - Subscriber agrees that he/she will not use the trademark "AI or "Alabama Interactive or any of AI's services identified in any fashion unless specifically authorized to do so in writing by AI. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by AI.

11. General

- a) Waiver: The waiver, modification, or failure to insist by AI 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 AI'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 Alabama as such laws are applied to contracts made and to be performed entirely in Alabama and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Alabama and in no other jurisdiction.
- d) 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. AI may assign this Agreement and/or the payments due to AI without notice to or requirement for Subscriber's permission or approval.