

# RI.gov Service Agreement

The Account Holder and RI.gov (the Trade Name for the State of Rhode Island's comprehensive Web portal, acting by and through Rhode Island Interactive, LLC) contract for the provision of services from RI.gov to each Registered User on the Account are as per the Terms and Conditions in this Agreement. RI.gov provides on-line access, from terminals or personal computers, to a number of databases with related services. Account Holder and each Registered User wish to use the services made available by RI.gov.

## Terms and Conditions

1. This agreement sets forth the terms and conditions under which RI.gov will provide services to Account Holder's Registered Users.
2. RI.gov reserves the right to add, withdraw or modify any service without consulting Account Holder or any Registered User prior to withdrawing such service and shall have no liability whatsoever to any Account Holder or Registered User in connection with additions, withdrawals or modifications of any such service.
3. RI.gov acknowledges that Account Holder and Registered User information will be maintained and used for only the purposes of managing the network RI.gov and will not be provided to commercial entities. For more complete information on the privacy policy of RI.gov, please consult the privacy statement at [www.RI.gov](http://www.RI.gov).
4. This agreement is subject to change by RI.gov in matters other than online services with notice to Account Holders or Registered Users.
5. Account Holder acknowledges that he/she (or its authorized representative) 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 Account Holder or other Registered Users by RI.gov, 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 Agreement. In the event Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for 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. Account Holder acknowledges that it has made available a copy of this Agreement to each Registered User and has informed each Registered User that use of the network by a Registered User constitutes consent to this Agreement.
6. 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 RI.gov in its sole discretion.
  - b. User Names and Passwords: RI.gov will issue to the Account Holder a maximum of 10 user names and passwords per annual fee, for distribution, one to each Registered User. Each Registered User is responsible for preserving the secrecy of his/her User Name and Password; for ensuring that access to services and use of his/her User Name and Password is controlled by him/her; and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use by the Registered User does not exceed those limitations. Account Holder is liable for any and all charges for services to the User Names and Passholders on the Account, whether or not authorized by Registered User or by Account Holder.
  - c. Copyright and Ownership of Information: Account Holder and each Registered User agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through RI.gov services. Government information is owned by the respective government receiving or furnishing the same.
  - d. Limitation on Use of Information: Account Holder and each Registered User agrees to abide by all applicable use statements and requirements outlined for access of information or services through RI.gov and is liable under law for violations of record use or access rules. Under no circumstances may Account Holder, or any other party acting by or through Account Holder, including Registered Users, or using any Registered User's User Name and Password, use data received from or through RI.gov in any way except in full and complete compliance with all applicable laws. Account Holder and each Registered User recognize that each transaction and statement of use will be logged and retained for RI.gov purposes. In addition, Account Holder's or each Registered User's company or institution may also be liable depending upon the facts.
7. Payment
  - a. Invoices for all services rendered will be prepared and provided by RI.gov or its agent. Fees shall be in accordance with the current RI.gov fee schedule. Terms of invoice payment shall be net twenty (20) days.
  - b. In addition to the fees contained herein, Account Holder shall pay RI.gov for all sales, use, and excise taxes incurred by RI.gov in providing services to Account Holder and each Registered User.
  - c. Invoices 10 days past due may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
  - d. Two payment options are available. RI.gov reserves the right to modify or restrict the use of any option at any time:
    - i. Auto Check - Bank Institution automatically deducts amount of fees out of checking account monthly.
    - ii. Mailed invoice and payment by check – Payment is due within twenty days of the date of the invoice.
  - e. Default: An account is in default if it is past due or if Account Holder should declare a bankruptcy or insolvency. In the event of default, RI.gov may, at its sole option, block any or all Registered Users on such Account 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 RI.gov from exercising this option at any other time or degree of delinquency.

#### 8. Limitation of Liability

- a. The remedies set forth in this Agreement are exclusive and in no way are (including the state of Rhode Island, Rhode Island Interactive, LLC, or the directors, officers, agents, or employees of any of them, who are collectively known for purposes of sections 8,9,12 & 13 of the Terms and Conditions of this Agreement, as "RI.gov") of any of them 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 Account Holder for the services in connection with which a claim of liability is asserted or imposed.
- b. Each Registered User and Account Holder agrees that RI.gov will not be liable for any claim or demand of any nature or kind whether asserted against RI.gov or against Registered User by any third party, arising out of the services or materials provided or their use; Each Registered User and Account Holder agrees to indemnify and hold RI.gov harmless from claims of third parties arising out of the use of the services or materials provided pursuant to this Agreement to or through any Registered User or Account Holder on the Account.
- c. RI.gov 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.
- d. No action or suit arising out of the transactions pursuant to this Agreement, regardless of form, other than an action for payments due RI.gov may be brought by either party more than one year after the cause of the action accrues.
- e. Rhode Island Interactive, LLC, the Rhode Island Department of Administration, Rhode Island 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 RI.gov shall at no time be liable for any errors in or omissions from information available on the RI.gov network.

#### 9. Warranty

- a. RI.gov makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While RI.gov 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. Account Holder and each Registered User warrants that it is aware of and will comply with all applicable federal, state, or other laws 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 RI.gov. Account Holder and each Registered User is liable under law for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition, the Account Holder's or Registered User's organization or company may be liable if the rules are not enforced or are violated.

#### 10. Rate Changes

- a. Rates are as set forth in the Agreement insert and are established by RI.gov in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 110b 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.

#### 11. Renewals

- a. Accounts renew annually automatically on the first day of their anniversary month unless RI.gov is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for the renewal month. If an Account is canceled, no portion of that year's Account fee is refundable.

#### 12. Trade name / Trademark

- a. Account Holder and each Registered User agrees that he/she will not use the service mark " RI.gov " or "Rhode Island Interactive, LLC" or the marks associated with any of RI.gov's services identified in any fashion unless specifically authorized to do so in writing by RI.gov. Account Holder and each Registered User agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Account Holder or any Registered User by RI.gov.

#### 13. General

- a. Waiver: The waiver, modification, or failure to insist by RI.gov 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 RI.gov 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 Rhode Island as such laws are applied to contracts made and to be performed entirely in Rhode Island, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Rhode Island and in no other jurisdiction.
- d. Assignment: This Agreement is not assignable or transferable by Account Holder or any Registered User and any attempted assignment or transfer shall be null and void and of no force or effect. RI.gov may assign this Agreement and/or the payments due to RI.gov without notice to or requirement for Account Holder's or any Registered User's permission or approval.

14. RI.gov as a service of the State of Rhode Island is managed by Rhode Island Interactive, LLC and is governed by the Rhode Island Department of the Administration.