IN.gov

Account Agreement Packet For School Corporations

State Form 54374 (R / 7-11)
Approved by State Board of Account, 2011

Contents:

Monthly Account Agreement

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An account with IN.gov offers you many benefits….

- Convenient access to all authorized premium services
- Up to 10 confidential Usernames + passwords per account
- Toll-free technical hotline staffed with knowledgeable consultants
- Online account management reports

Reset Form

IN.gov

Account Agreement

INSTRUCTIONS:
Upon Completion of this form, please sign and send your annual account fee of $50.00 to:
(Checks should be made payable to IN.gov)

IN.gov, 10 West Market Street, Suite 600, Indianapolis, IN 46204 or Fax to: 317-233-2011

Note: The $50.00 annual account fee payment is required prior to activation of the IN.gov Monthly Account. Check, Money Order, Direct Debit or Credit Card payment is required. Please see Payment Options section below for further details.

☐ **New Agreement** ☐ **Updating Existing** **If existing provide current account #:** _____

CUSTOMER CONTACT INFORMATION

School corporations

School corporations, as defined by Indiana law, that are required to comply with the requirements specified in Indiana Code section 20-27-8-2, and that are applying for online access to Bureau of Motor Vehicle Records must pay the $50.00 annual fee, pay a transaction fee for registration and title records, but are not required to pay a transaction fee for driving records.

Name of School Corporation

Mailing Address (*Required*)

City/State/ZIP Code (*Required*)

Customer Contact Name (*Required*)

Customer Contact E-Mail Address (*Required*)

School Corporation's identification number

Name of School Corporation's Superintendant

Entity's Web site

Phone Number (*Required*)

Fax Number

USERNAME ASSIGNMENTS

Each account may have up to ten (10) people who may use the services provided pursuant to this Agreement. Each person must have their own IN.gov assigned "Username" that they will use to access the IN.gov premium services. The Customer Contact must provide the full name and unique email address for each person. IN.gov will provide Usernames and passwords for each person. It is important to note that the Customer Contact Name provided above automatically will be given a Username and password and is not considered one of the ten (10) users on the account.

Note: The Customer Contact will receive an email when this account has been setup.

	FULL NAME (*Required*) (Customer Contact)	INDIVIDUAL E-MAIL ADDRESS (*Required*) (Customer Contact)	USERNAME (*Internal Use Only*)
1.			
2.			
3			
4.			
5.			
6.			
7.			
8.			
9.			

10.			

NOTE: There is an additional $50.00 annual account fee charged for every additional increment of ten (10) users added to the IN.gov account whether one or all ten are requested. Please fill out the section below for any additional users requested.

11.			
12.			
13			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

IN.gov

Account Agreement

PAYMENT METHOD *(Please select only one of the following three options. For more information, please refer to the Terms and Conditions listed below in Paragraph 4.)*

☐ Monthly Invoice/Statement* ☐ Credit Card ☐ Direct Debit (ACH)

*** Your monthly account will be charged a total of $15.00 (total minimum monthly fee) if your account performs any title or registration information transactions during a calendar month, and the total transactions fees incurred in a single calendar month are less than $15.00. The difference between the total minimum monthly fee ($15.00) and the actual transaction fees incurred by account will be shown as a "Minimum monthly fee" on your monthly invoice. This minimum monthly $15.00 fee will not be applied to your account for any calendar month in which no charges are incurred by the account and will not appear under any circumstance when the account is using either "Credit Card" or "Direct Debit" payment methods.**

Specific payment information such as credit card number and bank account information will be gathered on a separate form, which is included in the Account Packet. You do not need to complete that separate form if you selected "Monthly Invoice/Statement" as your billing option.

BILLING CONTACT INFORMATION ☐ (*Check if same as Customer Contact*)

Billing Contact Name (*Required*)

Billing Contact E-Mail Address (*Required*)

Billing Street Address (*Required*)

City/State/ZIP Code (*Required*)

Billing Phone Number (*Required*)

Fax Number

Bank / Credit Card Information

NOTE: This page will be destroyed once the account has been completed.

Direct Debit (ACH)

Direct Debits (ACH) will allow IN.gov to directly deduct the monthly charges from the account holder's bank account. Only fill out this section if you previously checked "Direct Debit (ACH)" on the Payment Method section of this Agreement.

PLEASE NOTE: We cannot accept a 1 time ACH payment for account set up purposes. If you selected monthly invoice on the previous page, please submit a check with your account agreement to cover the annual fee.

Bank Name

Routing Number

Account Number

Direct Debit Billing Address

City / State / ZIP Code

Credit Card

Monthly charges automatically will be charged to the account holder's credit card. Only fill out this section if you previously checked "Credit Card" on the Payment Method section of this Agreement.

PLEASE NOTE: We cannot accept a 1 time credit card payment for account set up purposes. If you selected monthly invoice on the previous page, please submit a check with your account agreement to cover the annual fee.

Please Select One:

☐ **Visa**

☐ **Master Card**

Credit Card Number

Card Holder Name

Expiration Date (*mm/yyyy*)

Credit Card Billing Address

City / State / ZIP Code

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TERMS AND CONDITIONS

Customer and IN.gov, a service offered through the Indiana Office of Technology ("IOT"), enter into this Account Agreement (this "Agreement") so that Customer may receive services and information via IN.gov pursuant to the terms and conditions set forth below. IOT may grant Customer online access from its computer terminals to certain Indiana online services and databases for a per-transaction fee that varies for each service and database.

01. SERVICES OFFERED. By entering into this Agreement, IN.gov will grant the Customer access to online services and databases that are considered Premium Services for which a per-transaction fee is charged. The currently available Premium Services and the corresponding fees can be found at **http://www.in.gov/accounts/files/PremiumServices.pdf.** Access is typically available seven (7) days a week, twenty-four (24) hours a day. Customer specifically acknowledges that such online internet access is subject to scheduled maintenance by IN.gov, and unforeseeable internet or system problems or power failures, which may result in the temporary inability to provide Premium Services.

02. CUSTOMER RESPONSIBILITIES.

a. Customer Contact. Customer shall designate a contact person ("Customer Contact"). The Customer Contact is the person authorized by Customer to (1) add and remove Users, (2) to notify IN.gov of any change to the person who the Customer identifies as the contact person to handle billing matters, and (3) receive notices and communications from IN.gov relative to this Agreement. The Customer Contact must notify IN.gov whenever any Customer User is be removed from the Customer's User list. The Customer shall immediately notify IN.gov of any change in the Customer Contact.

b. Users. Users are those employees or agents of Customer duly authorized by Customer to access Premium Services under this Agreement. Customer is unconditionally responsible for all Premium Service charges incurred by a User until IN.gov receives notice (either in writing or electronically) that a User is no longer authorized to access the Premium Services. Customer is responsible for ensuring that each User understands and complies with the Protection Against Misuse provisions set forth in section 05 of this Agreement.

c. Customer Billing Contact. Customer shall designate a person or representative who is responsible for all account payments and for billing inquiries. IN.gov will address all billing and invoice matters to the Billing Contact person. Customer shall immediately notify IN.gov of any change in the identity of the Customer's Billing Contact.

03. CONDITIONS FOR USE OF PREMIUM SERVICES.

a. Protection of Usernames and Passwords: IN.gov will assign Usernames and passwords to Customer's users. Customer acknowledges its responsibility and assumption of liability for maintaining and enforcing all necessary security procedures to control access, to preserve the confidentiality of, and to prevent unauthorized use of Usernames and passwords.

b. Per transaction charges for Premium Services: Customer acknowledges that there is a per-transaction charge for the Premium Services provided under this Agreement. Customer is solely responsible for becoming familiar with the charges associated with the services, which are subject to change. **The Premium Service charges are found at http://www.in.gov/accounts/files/PremiumServices.pdf**

c. Customer shall be responsible for all charges incurred by use of assigned Usernames and passwords. Customer shall pay for all charges for services accessed by its assigned Usernames and passwords, even if such use was not authorized by Customer. Customer shall immediately notify IN.gov if a Username and password should be disabled.

d. Bureau of Motor Vehicle records – Additional Agreement. This Agreement does not authorize Customer to access Bureau of Motor Vehicle driver's license and vehicle registration and title records containing personal identifying information. If Customer wishes to access such information, Customer also must complete and submit the APPLICATION FOR ONLINE ACCESS OF BUREAU OF MOTOR VEHICLE RECORDS (DRIVERS PRIVACY PROTECTION ACT AGREEMENT) .

04. PAYMENT.

a. Customer shall pay an annual, non-refundable account fee of $50.00 for access to the Premium Services. This fee, which is in addition to the per-transaction charges, will be billed annually on the anniversary date of this Agreement, and will not

be refunded or pro-rated if this Agreement is terminated or cancelled mid-year. There is an additional $50.00 annual non-refundable account fee charged for every additional increment of ten (10) users added to the IN.gov account whether one or all ten are requested. This additional account fee will be billed annually on the anniversary of the additional increment of ten (10) users being added to the account. *[Note: If this new form of Agreement is being signed by a current Customer on other than the annual anniversary date, the Customer's anniversary date will remain unchanged, and the annual fee will not be billed until that anniversary date.]*

b. Invoices will be prepared by IN.gov and sent to the Customer Billing Contact either online or by mail. Per-transaction charges will be in accordance with the current IN.gov Premium Services schedule, and will be subject to applicable sales and use taxes. Terms of invoice, payment is net twenty (20) days. If payment is declined for any reason, a $25.00 insufficient funds fee may be charged to the IN.gov account and the payment option will be automatically changed to monthly invoice/statement option. All terms associated with the monthly invoice/statement option will be enforced.

i) If Customer has chosen the direct debit (ACH) payment option, IN.gov will notify the Customer's designated banking institution to deduct the billed amount from Customer's account. IN.gov may immediately terminate access to the Premium Services if the bank dishonors the ACH instructions.

ii) If Customer has chosen the credit card payment option, IN.gov shall submit the monthly invoice amount to Customer's designated Credit Card Company. IN.gov may immediately terminate access to the Premium Services if the credit card company does not accept a charge.

iii) If Customer has chosen the monthly invoice/statement option, IN.gov shall bill Customer monthly. A $15.00 minimum monthly fee applies, but only if Customer used the Premium Services during the billing month and used less than $15.00 in services during the month.

c. Details of Customer accounts are available online through Customer Utilities services at http://accounts.in.gov

d. Past-due invoices are subject to a late payment penalty of one and one half percent (1.5%) per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees. Late payment may also result in termination of access to the Premium Services.

05. PROTECTION AGAINST MISUSE; CIVIL AND CRIMINAL PENALTIES.

a. Customer covenants that it will take all steps necessary to protect the confidentiality of its Usernames and passwords. Customer shall immediately inform IN.gov whenever the Customer no longer permits one (1) or more of its users to have access to the Premium Services provided pursuant to this Agreement.

b. Customer warrants and represents that it is aware of, and will comply with, all applicable federal and state laws and regulations regarding access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through IN.gov. Customer acknowledges, for itself and on behalf of each of its Users that access to the Premium Services is given **only for purposes and uses permitted by law**. Misuse of the access granted pursuant to this Agreement may result in criminal violations of Ind. Code § 35-43-2-3 ("Computer Trespass"), of 18 U.S.C. § 2701 ("Unlawful Access to Stored Communications"), of 18 U.S.C. § 1001, et. seq. ("Computer Fraud and Abuse Act of 1986"), and of 15 U.S.C. § 1681 ("Fair Credit Reporting Act").

c. Should Customer or any of its Users obtain access to (1) any social security number not specifically authorized by Ind. Code 4-1-10-5, or (2) any Motor Vehicle Records personal information as defined in Ind. Code § 9-14-3.5-4 without having entered into a separate agreement for access to such records, or (3) discovers that personal information was or may have been acquired by an unauthorized person as is more fully set forth in Ind. Code § 24-4.9-3, Customer shall immediately notify IN.gov. Customer shall be responsible for paying the costs of all notices required to be given under federal or state law, such as Ind. Code § 4-1-10 and Ind. Code § 24-4.9-3.

06. MODIFICATION OR TERMINATION OF SERVICES BY IN.GOV. IN.gov shall be entitled to announce, online or in writing, changes to the network or databases, to the services provided, to prices, or other changes, which changes shall constitute modifications to this Agreement once announced. IN.gov reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in

connection with deletion of any such service. IN.gov shall have the unilateral right to terminate this Agreement and Customer's access to the services for failure to pay for the services, upon learning of unauthorized use or the misuse of access by the Customer, or for any reason that IN.gov, in its sole discretion, determines is a misuse or abuse of the access granted hereunder.

07. TERM AND TERMINATION BY CUSTOMER. Conditioned upon Customer's compliance with the terms and conditions in this Agreement, and Customer's payment of the annual subscription fee and the transaction fees billed monthly this Agreement shall continue until (1) terminated by IN.gov; or (2) cancelled by Customer upon 30 days written notice to IN.gov as provided in paragraph 10(e), below. Customer shall remain liable for all transaction charges incurred through the effective date of termination. No refund of the annual subscription fee will be made if Customer terminates this Agreement during the year for which the fee was charged.

08. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

a. IN.gov, the State, its agencies and other governmental entities providing Premium Services information strive for accuracy and completeness of the information furnished. However, Customer agrees that neither the State nor IN.gov make any warranty or representation, express or implied, as to the accuracy or completeness of the information obtained pursuant to this Agreement.

ALL WARRANTIES, INCLUDING ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE STATE, ITS AGENCIES, POLITICAL SUBDIVISIONS AND IN.GOV SHALL NOT BE LIABLE FOR ANY ERRORS IN, OR OMISSIONS FROM, INFORMATION OBTAINED PURSUANT TO THIS AGREEMENT.

b. In no event shall the State, IN.gov, their respective 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. Any and all damage to Customer is limited to the charges paid by Customer for the Premium Services in connection with which a claim is asserted. Recovery of such payments is Customer's sole and exclusive remedy under this Agreement.

c. The State and IN.gov will not be liable for any claim or demand of any nature or kind whether asserted against the State, IN.gov or against Customer by any third party, arising out of the services provided or pursuant to this Agreement. Customer agrees to indemnify and hold the State and IN.gov harmless from claims of third parties arising out of the Customer's use of the services provided pursuant to this Agreement. The State and IN.gov shall not indemnify the Customer.

d. IN.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 providers or other providers.

09. TRADENAME/TRADEMARK. Customer shall not use the trademark IN.gov, or the names or means of identifying any of IN.gov services in any fashion except to refer specifically to the internet services provided by the State of Indiana unless specifically authorized to do so in writing by IN.gov. Customer shall not tamper with, alter, or change in any fashion, any databases or programs made available to Customer pursuant to this Agreement.

10. GENERAL CONDITIONS.

a. *Waiver*: The waiver, modification, or failure to insist on enforcement of any of these terms or conditions one or more times by IN.gov shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of IN.gov's right to require and enforce performance of any such term or terms in the future.

b. Severability: If any provision or part of this 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 Indiana without reference to conflicts of laws, and all actions arising out of this Agreement shall be brought in a court of competent jurisdiction in Indianapolis, Indiana.

d. Assignment: This Agreement is not assignable or transferable by Customer. Any attempted assignment or transfer by Customer shall be null and void and of no force or effect. IN.gov may assign this Agreement and/or the payments due to IN.gov without notice or Customer's permission or approval.

e. Notices. All notice or communications to IN.gov shall be (1) mailed to IN.gov, 10 West Market Street, Suite 600, Indianapolis, IN 46204. (2) faxed to: 317-233-2011, or (3) sent via e-mail to customerservice@www.IN.gov.

The undersigned certifies that: (1) he/she has read this Agreement and has made its contents known to all of its Users and others who will be involved in the use of this Agreement, and (2) this Agreement is the complete and exclusive Agreement between the parties relating to Premium Services. The undersigned represents and warrants that the Customer authorized the undersigned to sign this Agreement and bind the entity designated as the Customer.

The undersigned warrants and represents that he/she has been duly authorized by the Customer to sign this Agreement on behalf of Customer. The undersigned waives, on behalf of the Customer, the right to contest the authenticity of my signature and the right to contest the enforceability or admissibility of this Monthly Account Agreement on the grounds that it is not an original document.

Signature	**Date (*month, day, year*)**
Printed Name	**Title**