



Section 1: Kentucky Interactive Subscriber Registration Agreement

You must be a registered user to access certain eGovernment services through the *Kentucky.gov* portal. Additionally you must be a monthly account holder to access certain services.

To register, read all the information carefully, complete and sign this agreement along with any additional forms required to subscribe to a service and return it to us at the address below, you may fax (502-875-3722) the agreement for faster processing. However, you must also promptly mail documents with original signature(s) to:

Kentucky Interactive / Kentucky.gov
Attn: General Manager
229 West Main Street, Suite 400
Frankfort, KY 40601

The annual Kentucky.gov subscription fee is \$75.00 and is billed to your monthly account with your first month's invoice for usage. Thereafter, the annual renewal is \$75.00 and is billed to your monthly account automatically.

In addition to a subscription, certain *Kentucky.gov* services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals. These forms and information on all fees is provided as an attachment to this registration agreement or on the associated Internet pages. 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 *Kentucky.gov* at (502) 875-3733 or email support@kentucky.gov.

Signing up is easy. . .

- You will need a computer with a modem or other Internet connectivity hardware, Internet software and an Internet service provider.**
- For services that require a user id / password to access please register online at <http://www.kentucky.gov/Register.htm> then complete this Subscriber Registration Agreement and the user designation section.** Don't forget to input all of your user name(s) from the online registration in **Section 4**. Then choose a billing method and sign below.
- Sign and return this Agreement to the address above.** Upon receipt of the signed and completed agreement, *Kentucky Interactive* will notify you of receipt of the agreement and provide passwords, if applicable. When you receive confirmation or notification, you may begin using our services for which there is a fee immediately. Email addresses for users are required to receive electronic notification. You will be billed on a monthly basis for your monthly account usage if applicable.

I have read and agree to the terms and conditions of Kentucky Interactive, LLC's Kentucky.gov Monthly Account Holder (if applicable) and Registration Agreement as presented.

CUSTOMER SIGNATURE – sign here

Signature _____

Date _____

Name (printed) _____

Title _____

For Office Use Only

KI Account Number _____

Classification _____

KI Approval _____

Date _____

Section 2: Subscriber Information

Mailing Address

Organization Name: _____
Attention: _____ Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext. _____ FAX: _____
Email Address: _____

Billing Address
(If different from above)

Organization Name: _____
Attention: _____ Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Ext. _____ FAX: _____
Email Address: _____

Billing Options

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

Monthly Manual Invoice
(Sent via U.S. Mail to billing address listed above)

Direct Debit (ACH)
(Usage fees are deducted from checking account monthly)

Government Entity or Representative
(Government entity, may require additional approval)

Bank Name _____
Routing # _____
Account # _____

Requested Information

So that Kentucky.gov can best serve you please answer the following questions:

Which best describes you? Business Private Citizen Government Agency

Is there a State Government service you would like to see available over the Internet that you could not find? If so, what is it? _____

Would you like to be notified when we have new online services?

- No
- Yes, e-mail to main contact e-mail address given
- Yes, e-mail to other: _____

**Subscriber
Name(s)**

The service(s) below allow for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s). You must register each user first, and then complete the following user designation information. Please register at www.kentucky.gov/Register.htm

If unable to register online, please check whether you would like us to fax or mail your user names and passwords, if applicable. For security reasons, we cannot e-mail user names and passwords.

- Send to mailing address
- Fax

More users may be added by purchasing another registration. For more than 10 users, please contact Kentucky Interactive.

Name(s) to be assigned to subscription: (max. 10 users per registration – For-fee Services Only)

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

Section 3: Select Online Services

You may select the Service(s) to which you or your organization would like to have access. Please note that certain services require additional forms and approvals. Please check the service desired:

Secretary of State Bulk Data Service – Kentucky.gov Subscription fee \$75.00

This service allows authorized subscribers the ability to download business and UCC records on file with the Commonwealth of Kentucky.

In order to use this service, **you must be** a registered Kentucky.gov user. **Please register before accessing the Service.**

Please check the service you are subscribing to:

- UCC bulk data – \$1,500 per month. This allows for daily, weekly, bi-weekly or monthly downloads.
 - UCC images – \$300 per month. This allows for weekly, bi-weekly or monthly downloads.
 - Business entity lists – \$2,000 per month. This allows for daily, weekly, bi-weekly or monthly downloads.
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Online Access to KBN – Bulk Nurse Data Service Application – Kentucky.gov Subscription fee \$75.00

This service provides online access to information for the following professions: registered nurses, licensed practical nurses, and advanced registered nurse practitioners, including anesthetists, practitioners, midwives, and specialists. Information is provided in either a semicolon-delimited or fixed-length format for download.

In order to use this service, **you must be** a registered Kentucky.gov user. **Please register before accessing the Service.**

Data fee(s):

- Up to 5,000 records - \$120
 - 5,000 to 20,000 records - \$360
 - 20,000 or more records - \$480
-

Online Access to KBN – Bulk Validation Service – Kentucky.gov Subscription fee \$75.00

This system validates RN, LPN, ARNP, SANE, Temporary Work Permit, Provisional License and Kentucky Nurse Aide Abuse Registry credentials in real time.

The following key services are provided:

- Ability to validate multiple license types through one integrated search.
- Up-to-the-minute license information.

- License monitoring and electronic notification when license information changes, simplified data entry, and the ability to create custom license lists.

In order to use the service, **you must be** a registered Kentucky.gov user. **Please register before accessing the Service.**

Please check the service you are subscribing to:

- Enhanced Validation – Up to 500 records
 - \$150.00 annual premium service fee and \$.10 per record, per request
- Premium Validation – Unlimited records
 - \$300.00 annual premium service fee and \$.10 per record, per request

Kentucky Board of Medical Licensure – Bulk Data Service – Kentucky.gov Subscription fee \$75.00

This service can provide the following Data Lists:

- Licensed Physicians (MD and DO)
- Physician Assistants
- Surgical Assistants
- Athletic Trainers

For Example: Physicians (MD and DO) who are licensed in the Commonwealth of Kentucky – name, degree, specialty, address, license number, status, initial issuance date and expiration date.

User must complete a data request form and submit the request to Kentucky.gov via mail or fax. Information is provided in the Microsoft Excel format and emailed to the requester.

In order to use this service **please contact Kentucky.gov before requesting data.**

Data fee(s):

- The complete list of licensed Physicians - \$300 per request
- The complete list of Physician Assistants - \$25.00 per request
- The complete list of Surgical Assistants - \$20.00
- The complete list of Athletic Trainers - \$20.00
- Licensed Physician Customized list(s) (i.e. Specific specialty or city or county, etc...) - \$25 set-up plus \$0.03 per record

In order to use this service, you may need to be a registered Kentucky.gov user. Please contact Kentucky.gov for details (502) 875-3733. The Kentucky.gov subscriber agreement requires a supplemental form to access this information and to subscribe to the service. Please complete the both the Kentucky.gov Subscriber Agreement and the KBML Data Request Form to become an authorized user of this service.

Kentucky Board of Pharmacists – Bulk Data Service – Kentucky.gov Subscription fee \$75.00

This service can provide the user with the following Data Lists:

- Pharmacists
- Pharmacies
- Wholesalers
- Manufacturers

User must complete a data request form and submit the request to Kentucky.gov via mail or fax. Information is provided in the Microsoft Excel format and emailed to the requester.

In order to use this service **please contact Kentucky.gov before requesting data.**

Pricing for data:

- The complete list of licensed Pharmacists - \$175.00 per request
- The complete list of Pharmacies - \$75.00 per request
- The complete list of Wholesalers - \$45.00 per request
- The complete list of Manufactures - \$5.00 per request
- Customized list(s) (i.e. Specific specialty or city or county, etc...) - \$25 set-up plus \$0.05 per record

In order to use this service, you may need to be a registered Kentucky.gov user. Please contact Kentucky.gov for details (502) 875-3733. The Kentucky.gov subscriber agreement requires a supplemental form to access this information and to subscribe to the service. Please complete the both the [Kentucky.gov Subscriber Agreement](#) and the [KBP Data Request Form](#) to become an authorized user of this service.

❑ Online Access to KYTC – Vehicle Title Inquiry (VTI) – Annual subscription and premium service fee \$75.00

The Online Vehicle Inquiry System (OVIS) provides access to Kentucky vehicle (including cars, trucks, motorcycles and RVs) title, registration and lien information. Authorized users pay an annual \$75.00 subscription fee and \$0.44 for each record accessed. Search with VIN or title number to see information about a vehicle registered in Kentucky. Access to vehicle title, lien and registration records is provided through the Kentucky.gov Online Vehicle Information Service (OVIS) in cooperation with the Kentucky Transportation Cabinet and is governed by the [Federal Driver's Privacy Protection Act of 2000 \(DPPA\)](#). Subscription to OVIS waives the \$75.00 annual Kentucky.gov registration fee.

In order to use this service, you must be a registered Kentucky.gov user and authorized through one of the provisions of the DPPA. The Kentucky.gov subscriber agreement requires supplemental forms to declare which of the DPPA provisions authorizes you to access this information and to subscribe to the service. Please complete the both the [Kentucky.gov Subscriber Agreement](#) and the [VTI Agreement](#) to become an authorized user of this service.

Section 3: Kentucky Interactive Subscription Service Agreement

The Monthly account holder and Kentucky Interactive, the Portal Manager for *Kentucky.gov*, contract for the provision of services from *Kentucky.gov* to Monthly account holder as per the Terms and Conditions below. Kentucky Interactive provides on-line access, from terminals or personal computers, to a number of *Kentucky.gov* databases with related services. Monthly account holder wishes to use the services made available by Kentucky Interactive through *Kentucky.gov*.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which Kentucky Interactive will provide services to Monthly account holder.
2. Kentucky Interactive 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 Kentucky Interactive, 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 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 days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Kentucky Interactive in its sole discretion.
 - b. ID/Account Numbers: Kentucky Interactive will issue to the Monthly account holder a maximum of 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. Access: Monthly account holder is solely responsible for the selection and procurement of any equipment and communication lines.
 - d. Copyright and Ownership of Information: Monthly account holder agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through Kentucky Interactive and *Kentucky.gov* services.
 - e. Use of information: Monthly account holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through Kentucky Interactive. Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Kentucky Interactive.
 - f. Subscription and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly account holder to have access to those services.
5. Payment
 - a. Invoices for all services rendered will be prepared by Kentucky Interactive and provided by Kentucky Interactive to Monthly account holder. Rates shall be in accordance with the current *Kentucky.gov* rate schedule. Terms of invoice payment shall be net twenty-five (25) days.
 - b. In addition to the rates contained herein, Monthly account holder shall pay Kentucky Interactive for all sales, use, and excise taxes incurred by Kentucky Interactive in providing services to Monthly account holder if

applicable. Kentucky Interactive makes no representations as to the liability or exemption from liability of the Monthly account holder to any tax imposed by any governmental entity.

- c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, 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. Payment Options: (Monthly account holder selects one)
 - i. Auto Check Option / ACH Debit – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly subscription fees out of checking / banking account monthly.
 - ii. Monthly Invoice - Kentucky Interactive bills monthly account holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly subscription fees.
- e. 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, Kentucky Interactive may, at its sole option, block the Monthly account holder 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 Kentucky Interactive 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 Kentucky Interactive, 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.
- b. Monthly account holder agrees that Kentucky Interactive will not be liable for any claim or demand of any nature or kind whether asserted against Kentucky Interactive 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 Kentucky Interactive 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. Kentucky Interactive shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.
- d. No action or suit, regardless of form, other than an action for payments due Kentucky Interactive, 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. Kentucky Interactive, the Commonwealth of Kentucky, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on *Kentucky.gov* or through Kentucky Interactive shall at no time be liable for any errors in or omissions from information available on *Kentucky.gov* or through Kentucky Interactive

7. Warranty

- a. Kentucky Interactive makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Kentucky Interactive 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 or use of any and all information, databases, programs, or other products to which access is provided by or through Kentucky Interactive

8. Rate/Fee Changes

- a. Rates/Fees are as set forth in the Monthly Account Service Agreement insert and are established by Kentucky Interactive in 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/fee for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Renewals

User accounts renew annually automatically on the last day of their anniversary month unless Kentucky Interactive is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.

10. Limitations

- a. 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 number(s), use data received from or through Kentucky Interactive or *Kentucky.gov* in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
 - b. Monthly account holder specifically recognizes and affirms that he / she, or any other party acting by or through Monthly account holder or using Monthly account holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
 - c. Monthly account holder understands that his / her Kentucky Interactive or *Kentucky.gov* service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he / she may be prosecuted for such violations.
 - d. 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 Kentucky Interactive or through *Kentucky.gov*.
 - e. Monthly account holder acknowledges that records of its access to for-fee Services will be maintained by Kentucky Interactive and are subject to audit and examination for compliance with applicable limitations on use.
11. Tradename / Trademark
- Monthly account holder agrees that he / she will not use the trademark "Kentucky Interactive" or "*Kentucky.gov*" or any of *Kentucky.gov*'s or Kentucky Interactive's services identified in any fashion unless specifically authorized to do so in writing by Kentucky Interactive.
12. 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 the Agreement. Each party further acknowledges that he / she has read this Agreement, understands it, and agrees to be bound by it.
 - b. Waiver: The waiver, modification, or failure to insist by Kentucky Interactive 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 Kentucky Interactive'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 Kentucky as such laws are applied to contracts made and to be performed entirely in Kentucky, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Kentucky and in no other jurisdiction.
 - e. 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. Kentucky Interactive may assign this Agreement and/or the payments due to Kentucky Interactive without notice to or requirement for Monthly account holder's permission or approval.
13. Kentucky Interactive LLC, a Kentucky limited liability company, manages *Kentucky.gov* and the day-to-day operations and activities of the portal under one or more contracts with the Commonwealth of Kentucky.