



Subscriber Service **Sign-up Packet**

Description: Authorized vendors have the ability to sell hunting and fishing licenses online from the Rhode Island Department of Environmental Management, Division of Fish and Wildlife.

- To sell hunting and fishing licenses online, your company must have an active Rhode Island Interactive subscription account.
- All agents issuing hunting, fresh or saltwater fishing licenses **must also be bonded with the State of Rhode Island** per RIGL Chapter 20-2. For more information on bonding requirements, contact the office of Boating and Licenses at 401-222-3576 or Margaret McGrath at margaret.mcgrath@dem.ri.gov.

Subscription Billing: At the close of each month you will receive an invoice for all transactions obtained online for the current billing period based on the licenses and permits issued by your entity. You may pay this invoice by paper check or by automatic debit. The \$75 subscription fee will appear on your first invoice. The subscription fee will be billed annually.

Instructions:

1. Complete the subscriber application and acceptable use policy forms included in this document.
2. Return the original subscriber agreement and the original acceptable use policy to Rhode Island Interactive by postal mail: **Rhode Island Interactive, One State Street, Suite 401, Providence, RI 02908.**
3. Please allow up to ten business days for review and approval.
4. When your account is set up, a confirmation email will be sent to the **primary contact person** listed in your subscriber agreement. The email will contain instructions on how to access the system and instruct you to call us for your login credentials.

In This Document:

- Instructions
- Subscriber application form

Please Note:

If you already subscribe to another RI Interactive/Rhode Island Interactive online service you do not need to complete a new subscriber form Call 401-831-8099 x260 to have this service added to your subscriber account.

Subscriber Application and Service Agreement

You must be a registered user to access certain e-Government services through Rhode Island Interactive. Registration is offered on an annual basis, and also offers the benefit of a monthly account for invoicing and payment. The Subscriber service provides a convenience to those who perform multiple transactions, enables account holders to manage those transactions and pay using the holder's preferred billing method, and allows holders up to ten user names and passwords per account.

To register, read all the information carefully, complete and sign this agreement and return it to the address above. The annual Rhode Island Interactive 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 on the anniversary of your account creation.

There are restrictions on access and or use of certain records. You may be subject to penalties under law if you violate any of these restrictions. If you have any questions regarding information contained within this agreement, please contact Rhode Island Interactive at (401) 831-8099.

To Use Rhode Island Interactive eGovernment Services as a Registered User

1. You will need a computer equipped with Internet access and the ability to print documents on normal 8.5" x 11" paper.
2. Complete this Application. Don't forget to list name(s) to be assigned to the account on page three.
3. Read, sign and return this Agreement. A scanned agreement sent to RIAdmin@egov.com must be followed up with a signed original. Upon receipt of a completed agreement, Rhode Island Interactive will contact the primary contact with a set-up confirmation email. Once you have received your username(s) and password(s) you may begin using our services immediately.
4. You will be billed on a monthly basis for all fees collected on behalf of the State of Rhode Island and Rhode Island Interactive, LLC.
5. If you wish to retain a fully executed original of this agreement, please mail two signed copies and we will return a fully executed copy back to you.

Select One:

New Application (All sections must be completed or application will be returned)

Change(s) to existing Account (Complete only those sections that are changing)

Section A. Business Information

1. Business Name		2. Business Telephone Number
3. DBA or Fictitious Name	4. Business Website	5. Business Fax Number
6. Primary Contact /Title (Individual Responsible for the Account)	7. Primary Contact E-mail Address	8. Primary Contact Telephone Number
9. Business Address (Physical Location Required. Please No PO Box Addresses)		
10. Mailing Address (If Different than Physical Location)		

Section B. Business Identification

1. Federal Employer ID # or State Tax ID #	2. State of Incorporation
4. Is your business a division or subsidiary of another company? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please provide name of that company)	

Section C. Business Type

1. Which best describes the account holder? Business Government Agency

Section D. (This section has been omitted and is not necessary for Hunting and Fishing Licenses)

Section E. Services

Hunting and Fishing Licenses for Authorized Agents

Section F. (This section has been omitted and is not necessary for Hunting and Fishing Licenses)

Section G. Billing Information

11. Billing Contact/Title(Individual Responsible for Accounts Payable)	12. Billing Contact Email Address	13. Billing Contact Telephone Number
12. Billing Address		
Please select one of the two billing options: (All usage fees incurred will be totaled and billed monthly. All invoice are sent electronically)		
<input type="checkbox"/> ACH Debit Option** Banking Information required (Account will be electronically debited once a month)		<input type="checkbox"/> Monthly Invoice Option (Paper Checks must be remitted to our lockbox)

Section H. Banking Information (ACH Customers only)

**Please complete the following information:

Bank Name:	Routing #:	Account #:
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Is the Account Type you selected a: <input type="checkbox"/> Business <input type="checkbox"/> Personal

NOTE:

Rhode Island Interactive does not currently accept ACH payments specifically funded by a foreign source (bank or company), known as an International ACH Transaction ("IAT").

As defined by NACHA – The Electronic Payments Association, formerly the National Automated Clearing House Association, an IAT means a credit or debit entry that is part of a payment transaction involving a financial agency office that is not located in the territorial jurisdiction of the United States. For purposes of this definition a "financial agency" means an entity that is authorized by applicable law to accept deposits or is in the business of issuing money orders or transferring funds. An office of a financial agency is involved in the payment transaction if it:

- (1) Holds an account that is credited or debited as part of the payment transaction;
- (2) Receives payment directly from a Person or makes payment directly to a person as part of the payment transaction; or
- (3) Serves as an intermediary in the settlement of any part of the payment transaction.

If your company's bank account is not located at an institution's office that is within the territorial jurisdiction of the United States of America, or if your financial institution is not based within the territorial jurisdiction of the United States of America, please contact Rhode Island Interactive at (401) 831-8099 to discuss payment options.

Section I. User Information

Authorized agents may have as many users of the licensing system as needed by your entity.

Because certain aspects of our billing systems and other online services available to subscribers are limited to 10 users we ask you to provide information for at least two (2) users and up to ten (10) users in this section.

Note: Primary Account Holders are responsible for all users; all users, by using the user name and password, agree to the terms and conditions of this Agreement.

	User Name (First Name, Last Name)	E-mail Address (Required)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Rhode Island Interactive Service Agreement

The Account Holder and Rhode Island Interactive contract for the provision of services from Rhode Island Interactive to each Registered User on the Account are as per the Terms and Conditions in this Agreement. Rhode Island Interactive 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 Rhode Island Interactive.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which Rhode Island Interactive will provide services to Account Holder's Registered Users.
2. Rhode Island Interactive 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. Rhode Island Interactive acknowledges that Account Holder and Registered User information will be maintained and used for only the purposes of managing the network Rhode Island Interactive and will not be provided to commercial entities. For more complete information on the privacy policy of Rhode Island Interactive, please consult the privacy statement at www.RI.gov.
4. This agreement is subject to change by Rhode Island Interactive 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 Rhode Island 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 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 Rhode Island Interactive in its sole discretion.
 - b. User Names and Passwords: Rhode Island Interactive will issue to the Account Holder 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 Rhode Island Interactive 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 Rhode Island Interactive 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 Rhode Island Interactive in any way except in full and complete compliance with all applicable laws. Account Holder and each Registered User recognizes that each transaction and statement of use will be logged and retained for Rhode Island Interactive 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 Rhode Island Interactive or its agent. Fees shall be in accordance with the current Rhode Island Interactive fee schedule. Terms of invoice payment shall be net twenty (20) days.
 - b. In addition to the fees contained herein, Account Holder shall pay Rhode Island Interactive for all sales, use, and excise taxes incurred by Rhode Island Interactive 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. Rhode Island Interactive reserves the right to modify or restrict the use of any option at any time:
 - i. Auto Check Option - 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, Rhode Island Interactive 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 Rhode Island Interactive 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 "Rhode Island Interactive") 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 Rhode Island Interactive will not be liable for any claim or demand of any nature or kind whether asserted against Rhode Island Interactive 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 Rhode Island Interactive 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. Rhode Island Interactive 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 Rhode Island Interactive 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 Rhode Island Interactive shall at no time be liable for any errors in or omissions from information available on the Rhode Island Interactive network.

9. Warranty

- a. Rhode Island Interactive makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Rhode Island 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. 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 Rhode Island Interactive. 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.
- c. Account Holder shall implement and maintain reasonable security procedures and practices appropriate to the size and scope of Account Holder's organization, the nature of information accessed pursuant to the e-Government services provided hereunder, and the purpose for which such information was collected in order to protect any personal information (as defined by R.I. Gen. Laws §11-49.3-3 *et seq.*) disclosed or accessed pursuant to the e-Government services provided hereunder from unauthorized access, use, modification, destruction, or disclosure.

10. Rate Changes

- a. Rates are as set forth in the Agreement insert and are established by Rhode Island Interactive 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 Rhode Island Interactive 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 Rhode Island Interactive's services identified in any fashion unless specifically authorized to do so in writing by Rhode Island Interactive. 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 Rhode Island Interactive.

13. General

- a. **Waiver:** The waiver, modification, or failure to insist by Rhode Island 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 Rhode Island Interactive 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. Rhode Island Interactive may assign this Agreement and/or the payments due to Rhode Island Interactive 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.

Section J. Acknowledgement Statement		
By my signature I agree that:		
(1) I have read and agree to the terms and conditions of the Rhode Island Interactive Service Agreement as presented.		
(2) If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this agreement.		
Signature of Authorized Representative		Executed on (Date)
X		
Printed Name	Title	Telephone Number

Section K. Approval Process (For Rhode Island Interactive Use Only)		
Signature (RHODE ISLAND INTERACTIVE REPRESENTATIVE)		Date
X		
Printed Name	Title	
Rhode Island Interactive Assigned Account Number:	Approval Date:	