

**WEST VIRGINIA STATE TREASURER'S OFFICE**  
**WV Debt Tracking and Reporting Application**

Welcome to the West Virginia State Treasurer's WV Debt Tracking and Reporting Application. This is an on-line application through which State of West Virginia spending unit users may report changes and updates to debt balances. Changes may include principal payments, interest payments, any adjustments made to existing debt, and the addition of new debt acquired during the quarter. As of January 1, 2019, spending units will need to use this application to report debt updates to the State Treasurer's Office (STO). Spending units are required to submit information required in the application for each calendar quarter by the fifteenth day of the following month.

**IMPORTANT: PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING ON THE "ACCEPT" BUTTON BELOW. THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY IT, YOU MUST IMMEDIATELY NOTIFY THE STO.** By using the WV Debt Tracking and Reporting Application, you acknowledge and confirm that you have read the representations below, that you understand and agree to be bound by the terms and conditions stated herein.

- 1. Logging In:** When you log in, you and your spending unit officially become a user of the system. Your log in permits you access debt balances related to your spending unit and or debt for which you are the reporting spending unit. You are required to provide the STO with an email account for individuals in your spending unit that should have access to this information.
- 2. Identity:** By logging into the application, you represent that you are an individual assigned to access the application on behalf of the State spending unit for which you work; that the spending unit has authorized you to log in and access the application; and that you will use the information in the application solely for the spending unit related purposes and not for the use or benefit of any third party. You agree not to permit any other person to use your account or password to access the application; to attach access to the site or services to a shared computer; to check information for others, or to automate access to the site or service through the use of bots, scrapers or other similar devices. If you believe that your login information has been compromised, please contact the STO immediately for further instruction.
- 3. User Responsibility:** By accessing the application, you certify that you will take full responsibility for completeness and accuracy of the information provided to the STO.
  - a. You are solely responsible for all activity in connection with access to the application through your account or using your password and for the security of your computer systems. You agree to indemnify and hold the STO harmless for any improper or illegal use of your account.
  - b. You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access the application or otherwise use the application, including, without limitation, modems, hardware, software, Internet service and long distance or local telephone service. You shall be solely responsible for ensuring that such equipment or ancillary services are compatible with the application.
  - c. YOUR ACCOUNT IS SUBJECT TO SUSPENSION OR TERMINATION IF YOU ALLOW ANY OTHER PERSON TO ACCESS THE SITE OR SERVICES USING YOUR ACCOUNT OR PASSWORD OR OTHERWISE VIOLATE THE TERMS OF USAGE OF THIS AGREEMENT. Please note: spending units are required to use the WV Debt Tracking and Reporting Application for reporting the required information.

- 4. Services:** The application is designed to permit users to update debt balances each quarter by adding principal paid, interest paid, any adjustments needed, and any new debt acquired. Users may view this information and print related reports as needed directly from the application. The STO reserves the right to change any information, features and functions of the application without prior notice. The STO may change, suspend or discontinue any or all services at any time, including the availability of any feature, database or content. The STO may also impose limits on certain features and services or restrict access to parts or all of the services without notice or liability.
- 5. Retention:** You agree to abide by the retention policy of your State spending unit regarding maintaining information from the application and the applicable provisions of the Public Records Management & Preservation Act, W.Va. Code §5A-8-1, et seq.
- 6. Security:** Without limitation to other prohibited uses specified elsewhere in this Agreement or by law, you are prohibited from violating or attempting to violate any security features of the application including:
  - a. Accessing content or data not intended for you or logging onto a server or account that you are not authorized to access;
  - b. Attempting to probe, scan or test the vulnerability of the application or any associated system or network or to breach security authentication measures without proper authorization;
  - c. interfering or attempting to interfere with service to any user, host or network, including, without limitation, by submitting a virus to the site or services, overloading, "flooding," "spamming," "mail bombing" or "crashing;"
  - d. Attempting to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source codes used by the STO in providing the application.
- 7. Violations:** Any violation of the application or STO network security may subject you to significant civil and/or criminal liability.
- 8. Generally:** This Agreement constitutes the entire agreement between the STO and you with respect to the usage of the application. The STO may, from time to time, without notice, update or revise this Agreement and will notify you either by e-mail to your most recently-provided e-mail address or by posting the updated or revised terms on the application. Your use of the site following any such update or revision constitutes your agreement to follow and be bound by this Agreement, as updated or revised. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. No agency, partnership, joint venture or employment is created as a result of this Agreement and you do not have any authority of any kind to bind the STO in any respect whatsoever.

**BY CLICKING ON THE "AGREE" BUTTON, YOU HEREBY BIND YOURSELF TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**