

# North Dakota Recorders Information Network REQUIREMENT FOR REMOTE ACCESS TO COUNTY COMPUTER SYSTEM

## TERMS AND CONDITIONS

Section 1. By using or accessing North Dakota Recorder's Information Network (NDRIN), you acknowledge that you agree to and are subject to the following terms and conditions (the "Terms") as set forth in this User Agreement. If you do not fully agree to these Terms, you are not authorized to access or otherwise use the NDRIN Site ("Site"). You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and the County of Cass, State of North Dakota ("County," "we," "us" or "our"). You are not authorized to use this Site unless you are able to enter into legally binding contracts. Further, in some cases, we may enter into a separate written agreement or contract with a user providing additional Terms and Conditions for such user's use of the Site and incorporating these Terms by reference. Should you object to any Term or Condition, including any guidelines or any subsequent modifications, or if you become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of NDRIN. County has the right, but is not obligated to strictly enforce these Terms through self-help, active investigation, litigation and/or prosecution.

Section 2. **Data License.** Subject to your agreement and your payment of fees and payments as set forth in Section 3 of this Agreement, County hereby grants to you, and you hereby accept a non-exclusive, non-transferable, limited license to use County services accessible through NDRIN for your internal use and not for sale, sublicense, distribution or transmission to or for a third party, nor for developmental or experimental purposes to or for the benefit of a third party. Any use of the Site that is not in accordance with these Terms or otherwise authorized by us in writing is expressly prohibited. You may not agree to permit any affiliate or third parties access to or use of the NDRIN Site except as may specifically be set forth in this Agreement. You may not use or agree to use of any data from this Site in the operation of a service bureau or in any other similar arrangement. You may not agree to or engage in the compiling, disassembling or otherwise reverse engineering of this Site.

Section 3. **Fees and Payments.** Payment of fees is required for use of the Site. Fees and payments will be processed by credit card. Payments and storage of credit card information are handled by a PCI (Payment Card Industry) compliant secure credit card processor. No personal financial information is stored by NDRIN.

The fees for the use and non-exclusive, non-transferable, limited license are as follows:

Section 3.1. \$25.00 recurring monthly fee with an additional fee of \$1.00 per printed page. Document copy purchases by User will be immediately charged to the provided credit card. The monthly fee will be automatically charged to the provided

credit card every thirty (30) days. The monthly fee shall be payable regardless of whether you make use of access to information on the Site during any month. This fee remains the same regardless of any downtime experienced by the Site in any month, unless we elect to make a fee adjustment for that month. If the provided credit card does not result in payment, your license is cancelled and terminated.

Section 3.2. You agree that in addition to the fees/charges provided herein, you will promptly pay all taxes, assessments and other governmental charges, if any, which may be levied upon your use of the Site.

County reserves the right to designate what specific public information is available for online inquiry via the County computer network which operates as the host for NDRIN.

Section 4. **Term and Notice of Cancellation.** This Agreement shall commence on the date of its approval by the User. The Term shall be continuous until cancelled by either party as provided in this Section 4. This Agreement may be terminated with or without cause or as otherwise provided for within the Terms of this Agreement. County may cancel this Agreement at any time, effective immediately and without notice, if you are in breach of this Agreement or are believed to be causing harm to or through the Site. If you cancel online, you will remain responsible for the monthly payments and the payment per printed page through the end of the current monthly contract period. Notice given online by you will be effective as of the last day of the 30-day period during which notice is given. Online cancellations received after the monthly 30-day renewal date and payment date will become effective on the next renewal date. Cancellation made using our helpline will be effective immediately, and you will not receive a refund for any remaining period for which you have already made payment. Termination will be effective immediately for non-payment of fees and as previously set forth based on breach by you.

Section 5. **Prohibited and Unauthorized Uses of the Site.** The license to use the Site granted to you in these terms does not include any right of collection aggregation, copying, scraping, duplication, display or derivative use of the Site, nor any right of the use of data mining, robots, spiders or similar data gathering and extraction tools except with the specific prior written permission of County. A limited exception from the exclusions is provided for general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to this Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and do not attempt to capture any data. "General purpose Internet search engines" do not include a website or search engine or other service that provides access to data from NDRIN except to those Users who pay the fees for the license to access the Site and its data.

Unauthorized uses of the Site include, without limitation, those uses listed below. You agree not to do or engage in any of the following with respect to the Site, unless otherwise previously authorized by us in writing:

Section 5.1. Any commercial use (other than by a member with a fully paid-up fee) of the Site or any content on the Site;

Section 5.2. Any use of the Site or the tools and services of the Site for access to information except through the purchase of a license and payment of all fees;

Section 5.3. To copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;

Section 5.4. Reproduce any portion of the Site on your website or otherwise using any device, including but not limited to use of a frame or border environment around the Site or other framing technique to enclose any portion or aspect of the Site or mirror or replicate any portion of the Site;

Section 5.5. Modify, translate into any language or computer language, or create derivative works from any comment or any part of the Site;

Section 5.6. Reverse engineer any part of the Site;

Section 5.7. Sell, offer for sale, transfer or license any portions of the Site in any form to any third party;

Section 5.8. Use any robot, spider, scraper or other automatic device or manual process to monitor, copy or keep a database copy of the content of the Site or any portion of the Site;

Section 5.9. Use the Site in any way that is false, fraudulent or misleading or post or transmit information that is in any way false, fraudulent or misleading;

Section 5.10. Post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, indecent, sexually explicit, pornographic or profane material;

Section 5.11. Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade rights, rights of publicity or privacy or any other intellectual or property rights; or

Section 5.12. Use or access the Site in any that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Site or any system used by us or the Site.

If you are aware of or experience any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any provisions of these Terms, we ask that you please inform us of any such violation by sending an e-mail to:

Section 6. **Proprietary Rights and Downloading Information from Site.** The Site and all contents of the Site are protected by a copyright as a protected work and/or compilation pursuant to applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site for other than your personal, non-commercial use (other than in accordance with a valid subscription and fee payment) is expressly prohibited without prior written permission from us.

Section 7. **Limitation of County Liability/Indemnification.** The County does not warrant or guarantee the performance of the equipment, software, programming or access. It does not warrant or guarantee the correctness or completeness of any data available on the Site. Errors or omissions may occur in data received on or through the pertinent equipment utilized by you. While the County shall endeavor in good faith to maintain a high degree of accuracy and efficiency in the services provided hereunder, the sole and exclusive remedy for any breach of this Agreement by the County and the sole limit to the County's liability of any kind whatsoever shall be limited to diligently restoring the services and/or deficiency in said service of County-owned communication equipment as is reasonably possible under then-pertinent circumstances. In no event shall County be liable for actual, compensatory, direct, indirect, special, incidental, punitive or consequential damages (even if the County has been advised of the possibility of such damage) or for loss of process, loss of business opportunity, loss of business or other financial loss or any damage.

You agree that neither County nor NDRIN are liable for any legal opinions or assumptions or conclusions made based upon viewing images and/or data obtained from the Site pursuant to this Agreement.

Public information furnished and to be furnished has been and shall be obtained from the County's records and is believed to be reliable. However, the accuracy, completeness, timeliness or correct sequencing of information is not guaranteed by the County or by any other source.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF THE SERVICES.

If you are dissatisfied with the Site or you do not agree with any part of the Terms, or you have any other dispute or claim with or against us or another user of the Site with respect to these Terms or the Site, then your sole and exclusive remedy against us is to discontinue using the Site. In all events, our liability and the liability of our affiliates to you or to any third party in any circumstances arising out of or in connection with the Site is limited to (a) the amount of the monthly renewal fees (and

not the cost of any copies) you have paid to us in the three (3) months prior to the action giving rise to liability or (b) \$50.00 in aggregate for all claims, whichever is less.

Section 8. **Disclaimers.** This Site, including all content, software, functions, materials and information made available on or accessed through the Site, is provided “as is.” To the fullest extent permissible by law, we make no representations or warranties of any kind whatsoever for the content on the Site or the materials, information and functions made accessible by the Software used on or accessed through the Site, for any products or services or hypertext links to third parties or for any breach of security associated with the transmission of sensitive information through the Site or any linked Site, even if we become aware of any such breaches. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. We do not warrant that the functions contained in the Site or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Site or the server that makes it available is free of viruses or other harmful components.

You acknowledge and agree that any transmission to and from this Site is not confidential, and your communications may be read or intercepted by others. You further acknowledge and agree that by submitting communications to us, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these terms.

Section 9. **Identity Verification.** User verification on the Internet is difficult, and we cannot, and do not, assume any responsibility for the confirmation of each user’s purported identity. Please inform us if you believe or suspect a third party has appropriated your identification for access to this Site.

Section 9.1. We discourage you from giving anyone access to your online ID and password. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed.

Section 9.2. **EACH USER ACKNOWLEDGES AND AGREES THAT:**

Section 9.2.1. NEITHER COUNTY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER’S PASSWORD; AND

Section 9.2.2. THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD COULD CAUSE YOU TO INCUR LIABILITY TO COUNTY, NDRIN AND OTHER USERS.

Further, we may, without notice to you, suspend or cancel your access at any time, even without receiving notice from you if we suspect, in our sole discretion, that your password is being used in an unauthorized or fraudulent manner.

Section 10. **Jurisdiction, Choice of Law, Forum and Time Limit.** Any and all services and rights of use hereunder are performed, performable and/or sold in the State of North Dakota, United States of America. You irrevocably agree that any cause of action you may submit in connection with your use of the Site or pursuant to the terms of this Agreement will be filed in District Court, East Central Judicial District, County of Cass, State of North Dakota, which you acknowledge and agree will be the exclusive forum and venue for any legal dispute between you and us. You also agree that any dispute between you and us will be governed by the laws of the State of North Dakota, without regard to conflict of laws principals.

Any cause of action you may have hereunder or with respect to your use of the Site must be commenced by filing suit in State District Court, East Central Judicial District, Cass County, North Dakota, within one (1) year after the incident upon which the claim or cause of action is based first occurred.

Section 11. **Entire Agreement.** This written Agreement represents the entire Agreement between the County and you as the User. No verbal agreement, guarantee, promise, condition, representation or warranty shall be binding unless fully stated herein. All prior conversations, agreements and representations related to the Site are integrated herein. You acknowledge that your electronic acceptance of this Agreement binds you to the Terms of this Agreement without a further signature required by County.

Section 12. **Modifications to this Agreement.** County reserves the right, at its sole discretion, to change, modify or otherwise alter these Terms and conditions at any time. Such modification shall become effective immediately upon the posting thereof. You must review this Agreement on a regular basis to keep yourself informed of any changes. The most recent version of this Agreement may be found at:

**[WWW.NDRIN.COM](http://WWW.NDRIN.COM)**

Section 13. **Limitations on Service.** You acknowledge that County may establish limits concerning use of the Site. You acknowledge that County reserves the right to modify or amend this Agreement at any time and to discontinue service through the Site at any time, with or without notice. County shall not be liable to you or to any third party for any modification, suspension or discontinuance of the service.