

GOVE COUNTY, KANSAS
ON-LINE USER AGREEMENT

This Agreement made and entered into this ____ day of _____ 20_____, by and between Gove County Register of Deeds, hereinafter called ROD, and hereinafter called _____ Subscriber.

COVERING PERIOD 01-01-2022 **through 12-31-2022.**

The ROD has had an internet site developed whereby Subscribers can access documents recorded in the Gove County Register of Deeds office. The Subscriber shall be able to access images available hereunder via a website through the use of a User Name and Password. The Subscriber acknowledges and agrees the RODS's web site was developed by and is solely owned by Gove County, Kansas and that it will remain the exclusive property of Gove County, Kansas. The Subscriber acknowledges and agrees:

The ROD shall put forth their best efforts to provide adequate and uninterrupted service under the terms hereof; provided the ROD shall not be liable for interruption of service or delays in providing document copies when such delay shall be due to circumstances beyond the control of the ROD, including but not limited to equipment malfunction, periodic maintenance of the ROD's document storage system, loss of electrical power, and internet or world-wide web down time. Subscriber acknowledges and agrees that the ROD does not operate or control the Internet or the worldwide web or the web site.

1. The images of the index and documents accessible hereunder may not be true, complete and accurate. They are a working copy of the original index and documents maintained in the ROD 's office and that working copy is subject to error, omission, and to constant change, modification, correction and updating. Subscriber shall indemnify and hold harmless ROD and Gove County for any third-party claims resulting from Subscriber's use of this Internet site.

2. The ROD desires to maintain the privacy of individuals and prevent the unwarranted invasion of personal privacy through the unrestricted access to social security numbers, dates of birth and other personally identifying information that could assist unscrupulous individuals in the furtherance of identity theft and such other crimes as may result from the misuse of this information; therefore Subscriber and its Users agree to protect against placing any private information in the possession of the general public or in the possession of persons who do not have a legitimate business need for the information in violation of the Subscriber Agreement. Subscriber and its Users agree to use all due diligence in preventing any dispersal or access, however minor, of private information beyond what is reasonably necessary in carrying out Subscriber's business. "Private Information" is defined as that information in which the release of which could constitute an unwarranted invasion of personal privacy and specifically includes, but is not limited to, signatures, driver's license numbers, social security numbers, mother's maiden name and dates of birth. There will not be online

access to documents containing such information including but not limited to military discharge papers, and death certificates.

3. Pursuant to K.S.A. 45-230, Subscriber and Users will not knowingly sell property, service, or any list of names and addresses contained in or derived from public records.

4. K.S.A. 58-2804 provides that licensed abstracters shall have free access to the county records of the ROD office and other county offices. The images and documents provided hereunder are an additional service provided by ROD.

Free access does not prohibit charging licensed abstracters an on-line access fee.

5. Subscriber and User may access only those resources for which they are specifically authorized.

6. Subscriber and User are personally responsible for safeguarding their assigned account and log-on information. Passwords shall remain confidential. Subscriber/User shall promptly notify ROD if he/she has any reason to suspect a breach of security, or if their security has been compromised.

7. Subscription Rates:

A. ANNUAL RATE: Subscriber shall pay to Gove County \$ 900.00 per annum. The subscription shall be paid in full by the Subscriber upon execution of this contract. Additionally, Subscriber will pay \$ 100.00 for each additional user under the Subscriber's account. Subscriber will pay to Gove County the sum of 50 cents per image for all copies made. Payment for copy charges must be made into a prepaid account which contains at all times sufficient funds for Subscriber/User to make all copy charges due hereunder. Once Subscriber's copy account attains a zero balance, Subscriber/User will not be able to print any images until an additional deposit has been made into their prepaid account. Each User will be given their own user name and password. This agreement will terminate for each User upon User's separation of employment with authorized Subscriber. Should Subscriber's/User account terminate any amount \$ 10.00 or more in the prepaid copy account will be refunded. Gove County will not refund any amount under \$ 10.00-

B. SEMI ANNUAL RATE: Subscriber shall pay to Gove County \$ 600.00 per six months. The subscription shall be paid in full by the Subscriber upon execution of this contract. Additionally, Subscriber will pay \$ 100.00 for each additional user under the Subscriber's account. Subscriber will pay to Gove County the sum of 50 cents per image for all copies made. Payment for copy charges must be made into a prepaid account which contains at all times sufficient funds for Subscriber/User to make all copy charges due hereunder. Once Subscriber's copy account attains a zero balance Subscriber/User will not be able to print any images until an additional deposit has been made into their prepaid account. Each User will be given their own user name and password. This agreement will terminate for each User upon User's separation of employment with the authorized Subscriber. Should Subscriber's/Users account terminate, any amount \$ 10.00 or more in the prepaid copy account will be refunded. Gove County will not refund any amount under \$ 10.00.

C. MONTHLY RATE: Subscriber shall pay to Gove County \$ 250.00 per month. The subscription shall be paid in full by the Subscriber upon execution of this contract. Additionally, Subscriber will pay \$ 100.00 for each additional user under the Subscriber's account. Subscriber will pay to Gove County the sum of 50 cents per image for all copies made. Payment for copy charges must be made into a repaid account which contains at all times sufficient funds for Subscriber/User to make all copy charges due hereunder. Once Subscribers copy account attains a zero balance, Subscriber/User will not be able to print any images until an additional deposit has been made into their prepaid account. Each User will be given their own user name and password. This agreement will terminate for each User upon Users separation of employment with the authorized Subscriber. Should Subscriber's/User's account terminate, any amount \$ 10.00 or more in the prepaid copy account will be refunded. Gove County will not refund any amount under \$ 10.00.

D. DAILY RATE: Subscriber shall pay to Gove County \$ 25.00 per day. The subscription shall be paid in full by the Subscriber upon execution of this contract. Subscriber will pay to Gove County the sum of 50 cents per image for all copies made. Payment for copy charges must be made into a prepaid account which contains at all times sufficient funds for Subscriber/User to make all copy charges due hereunder. Once Subscriber's copy account attains a zero balance, Subscriber/User will not be able to print any images until an additional deposit has been made into their prepaid account. Each User will be given their own user name and password. Should Subscriber's/Users account terminate, any amount \$ 10.00 or more in the prepaid copy account will be refunded. Gove County will not refund any amount under \$ 10.00.

E. Credit Card Payment. The monthly and Daily subscribers may contact CIC the Web provider and set up payment of their subscription and copy by use of credit card.

8. If, in the judgment of the ROD, sufficient funds are not appropriated to continue this Agreement or for the payment of any expenses or charges hereunder beyond the current fiscal year, the ROD may terminate this agreement at the end of its current calendar year. The ROD shall make a reasonable effort to provide Subscriber sixty (60) day notice in advance of any termination.

9. If CIC the web provider increases the fees charged the ROD during the calendar year, said increase in fees will be passed onto the subscriber after 30-day notice.

10. Should any issue arise concerning interpretation of this agreement or the application of its terms then such issue shall be determined by the ROD whose decision shall be final. Should the Subscriber wish to terminate the Subscriber's subscription as a result of the ROD's interpretation of the subscription the Subscriber shall inform the ROD to this effect and in that event the services to the Subscriber shall cease and the ROD will refund the Subscriber the unused portion of the Subscriber's subscription.

11. Annual subscription fees shall run from January 1 through December 31 each year. The ROD may adjust annual subscription fees or modify this subscription annually in which instance the ROD shall notify the Subscriber of the adjusted fees and contract modification on or before November 1st of each year. The Subscriber shall execute and return to the ROD any contract which modifies fees or terms on or before December 1st of each year. If such contract is not returned or the Subscriber notifies the ROD to discontinue services, the Subscriber's services shall terminate at midnight on December 31st of the year.

12. This agreement shall continue from year to year unless terminated pursuant to paragraph 9 above or the services provided by the ROD to all Subscribers in this contract are discontinued. It is understood that the ROD retains the right to discontinue to any one Subscriber or User because of Subscriber's/User's breach of the terms of this contract or misuse of the services provided. It is agreed by the Subscriber that the decision of the ROD to terminate services to all or any one Subscriber/User as provided herein is the right of the ROD and the decision of the ROD in that regard shall be final. Should the ROD terminate the services of a Subscriber/User before the conclusion of the subscription term, the ROD shall refund to such Subscriber the unused portion of the subscription fee.

CIC will provide 24-hour support 7 days a week for users of the web site.

All Subscribers/Users are prohibited from assigning or transferring their user name, password, or any rights under this Agreement to any other person, entity or party. This agreement shall not be considered, accepted, approved or otherwise effective until executed by the parties.

APPROVED:

Cristy S. Tuttle, Gove County Register of Deeds, Gove Co., KS

Date

SUBSCRIBER (Please Print Name) (& Company Name) (Date)

BY: _____
(Signature)

(PRINT name, address) TITLE: _____

ADDRESS (Mailing and Physical)

PHONE: _____

E-MAIL: _____

RETURN TO:

Cristy Tuttle

Gove County

Register of Deeds

P.O. Box 116

Gove, KS 67736-0116

Ph#785-938-4465

E-mail: goverod@ruraltel.net