

## **COUNTYRECORDS.COM USER AGREEMENT**

### **1. PURPOSE.**

This Agreement sets forth the terms applicable to the use of this web site. PLEASE READ ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT VERY CAREFULLY.

### **2. DEFINITIONS.**

For purposes of this Agreement, the website provider will be referred to as "Service Provider". The person or business using the website will be referred to as "User".

### **3. ACCEPTANCE OF TERMS.**

User understands that accessing information, registering or otherwise participating in Service Provider site shall be deemed an unconditional acceptance of all the terms of this Agreement. If User does not agree with all the terms of this User Agreement, User must not use or participate in the Service Provider's site. Service Provider reserves the right, at its sole discretion, to change, modify or add to this Agreement, at any time, and without prior notice to User. By completing a registration on CountyRecords.com, User agrees that any and all information that User supplies in the registration process and other information that Service Provider may require from time to time, is current, truthful, and complete. Service Provider reserves the right to terminate User registration with Service Provider at any time or in the event that the information provided by User, including User e-mail address, is no longer current or accurate. User agrees to maintain only one active registration with Service Provider at all times.

### **4. FEES & CHARGES.**

User will be charged for the services in accordance with the Service Provider's fee schedule in effect at the time services are utilized. The current fee schedules for each county are available from the Service Provider's web page at CountyRecords.com for review prior to use of any services. Payment for setting up the User account will be due at the time of User registration. Payments for ongoing services will be based upon the services selected and the billing dates for the User account. If payment is made by credit card, the User's account will automatically be charged. In any event payment shall be due no later than 10 days after the end of the calendar month in which the services are provided. Upon termination all charges will be due immediately. Payment shall be by credit card unless other arrangements have been accepted by the Service Provider. In the case of credit card payments, all charges incurred by User for the use of services will be debited to the credit card number provided at registration. If this credit card number expires or Service Provider is otherwise unable to debit valid charges to it, the Service Provider may terminate User's access without prior notice to User, and in such event User agrees to pay all charges for services used, plus an additional late payment and servicing fee equal to 5% of such outstanding charges, which shall be in addition to any other fees or costs of collection.

## 5. CONTENT AND PROPERTY RIGHT PROTECTIONS.

The content available through the Service Provider is the property of the Service Provider or its licensors (Content Providers) and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. User agrees that all content accessed through the Service Provider is the sole property of the Service Provider or its Licensors (Content Providers). User understands and agrees that the information in, or derived from Service Provider, including communications, photos, video, graphics and other material may not be copied, republished, redistributed, transmitted, altered, edited or exploited in any manner for any purpose, without notice to Service Provider and the prior express written permission of Service Provider. Service Provider neither warrants nor represents that User's use of materials displayed on CountyRecords.com will not infringe rights of third parties not owned by or affiliated with Service Provider.

## 6. ACCURACY.

While Service Provider uses reasonable efforts to include accurate and up to date information in CountyRecords.com, Service Provider makes no warranties or representations as to its accuracy. Service Provider assumes no liability or responsibility for any errors or omissions in the content of CountyRecords.com. Service Provider will not be responsible to User for any loss suffered by User, any of User's business affiliates, or any other party.

## 7. USER NAME AND PASSWORD.

User shall be the only authorized user of the Service Provider service through the User Name and Password.

## 8. TRADEMARKS.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on CountyRecords.com are Trademarks of the Service Provider and others. Nothing contained on CountyRecords.com should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Trademark displayed on CountyRecords.com without the written permission of Service Provider or such third party that may own the Trademarks displayed on CountyRecords.com. The use of the Trademarks displayed on CountyRecords.com, or any other content on the site, except as provided in this Agreement, is strictly prohibited. User is also advised that Service Provider will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

## 9. TRANSMISSIONS TO SITE.

Any communication or material transmitted to CountyRecords.com by electronic mail or otherwise, including any data, questions, comments, or suggestions will be treated as non-confidential and nonproprietary. Anything User transmits or posts becomes the property of Service Provider or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Service Provider is free to use any ideas, concepts, know-how, or techniques contained in any communication sent to Service Provider for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing using

such information. Through usage of CountyRecords.com, User may submit and/or Service Provider may gather certain limited information about the User and User's web site usage. Service Provider is free to use such information for any purpose it deems appropriate, including, but not limited to: (i) creating customized web pages; (ii) marketing purposes; (iii) reporting to regulators and law enforcement agencies.

#### 10. SITE LINKS.

Service Provider has not reviewed any or all of the sites linked to CountyRecords.com and is not responsible for the content of any off-site pages or any other sites linked to CountyRecords.com. User linking to CountyRecords.com, off-site pages or other sites is at User's own risk and without the permission of Service Provider.

#### 11. INFORMATION RETRIEVAL TECHNIQUES.

Retrieving information by any automated means, or by any other method of accessing or using the data and services provided on CountyRecords.com other than through the methods provided on CountyRecords.com are specifically prohibited. The following are examples, which are not intended to be an exhaustive list, of prohibited actions: (1) screen scraping text data; (2) pulling images from CountyRecords.com (in any format) to avoid the charges; (3) bulk downloading images from the site and, (4) framing of CountyRecords.com by another site; are all specifically prohibited without prior written consent of Service Provider.

#### 12. RISK OF LOSS.

User's browsing and use of CountyRecords.com is at User's own risk. Neither Service Provider, any of its agencies, nor any other party involved in creating, producing, or delivering the CountyRecords.com is liable for any direct, incidental, consequential, indirect, special or punitive damages arising out of User access to, or use of, CountyRecords.com. Without limiting the foregoing, Service Provider also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, User's computer equipment or other property on account of User access to, use of, or browsing in CountyRecords.com or User downloading of any materials, data, text, images, video, or audio from CountyRecords.com.

#### 13. LIMITATIONS OF LIABILITY.

SERVICE PROVIDER SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO USER OR ANY THIRD PARTY (WHETHER CAUSED DIRECTLY OR INDIRECTLY) RELATING TO SERVICE PROVIDER, INCLUDING, BUT NOT LIMITED TO, (I) THE MATERIALS AND OTHER INFORMATION MADE AVAILABLE VIA SERVICE PROVIDER OR (II) THE INTERRUPTION, DELAY OR FAILURE IN THE TRANSMISSION, DELIVERY OR DISTRIBUTION OF THE SERVICES OR MATERIALS. SERVICE PROVIDER'S SOLE LIABILITY TO USER FOR ANY CLAIMS, NOTWITHSTANDING THE FORM OF SUCH CLAIMS (I.E. CONTRACT, NEGLIGENCE OR OTHERWISE), ARISING OUT OF USE OF SERVICE PROVIDER, SHALL BE TO USE SERVICE PROVIDER'S REASONABLE EFFORTS TO RESUME THE SERVICES AS PROMPTLY AS REASONABLY PRACTICABLE. IN NO EVENT SHALL SERVICE PROVIDER HAVE ANY

LIABILITY FOR LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF RELATING TO THIS AGREEMENT EXCEED FIFTY DOLLARS (\$50).

THE USER AGREES TO INDEMNIFY AND SAVE HARMLESS THE SERVICE PROVIDER AND ITS CONTENT PROVIDERS FROM ANY CLAIM BY ITSELF OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THE USERS USE OF THE DATA OR THE DOCUMENTS OBTAINED FROM COUNTYRECORDS.COM. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

THE USER IS HEREBY NOTIFIED THAT THE PROPERTY MAY CONTAIN PERSONAL INFORMATION OF INDIVIDUALS (I.E. SOCIAL SECURITY NUMBERS). SERVICE PROVIDER OR ITS CONTENT PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY ACTIONS, SUITS, CLAIMS, LAW SUITS, DAMAGES, LIABILITY COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR ANY WAY CONNECTED WITH ANY PERSONAL INFORMATION CONTAINED IN THE DATA OR DOCUMENTS.

THE USER AGREES THAT IF THE CONTENT LOCATED IN COUNTYRECORDS.COM CONTAINS IDENTIFYING INFORMATION OF ANOTHER PERSON, THE USER WILL NOT OBTAIN, POSSESS, TRANSFER OR USE SUCH IDENTIFYING INFORMATION WITHOUT THE SAID PERSON'S CONSENT AND WITH INTENT TO HARM OR DEFRAUD SAID PERSON.

#### 14. INDEMNITY.

THE USER FURTHER AGREES THAT IN THE EVENT OF LITIGATION AGAINST THE CONTENT PROVIDER ARISING OUT OF USE OF THE CONTENT LOCATED AT COUNTYRECORDS.COM, INCLUDING THE ILLEGAL USE OF A PERSON'S IDENTIFYING INFORMATION, AS STATED ABOVE, THE USER WILL INDEMNIFY COUNTYRECORDS.COM AND HOLD IT HARMLESS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND, INCLUDING CLAIMS FOR ACTUAL DAMAGES, PENALTIES, EXEMPLARY DAMAGES, AND ATTORNEY FEES, AND INCLUDING COUNTYRECORDS.COM ATTORNEY FEES, ARISING OUT OR IN DEFENSE OF SUCH LITIGATION.

#### 15. WARRANTIES.

EVERYTHING ON COUNTYRECORDS.COM, INCLUDING WITHOUT LIMITATION ALL DATA AND SERVICES, IS PROVIDED TO USER "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

#### 16. ORIGINAL SOURCE DISCLAIMER.

The original source of the content of the image and/or data collections available on CountyRecords.com is the appropriate government office responsible for this information, whether purchased directly from the government office or a third party provider of such data. The government offices, third party data providers, and Service Provider bear no responsibility for the integrity or accuracy of the data contained, either in its form initially provided or due to any documentation manipulation or reformatting of data that may occur. The use of trademarks, logos or any other identification of government offices or third party data providers does not imply that such party supports or endorses any use made by Service Provider of data provided or of any other activity of Service Provider.

#### 17. TERMINATION.

User agrees that Service Provider may, in our sole discretion, terminate or suspend your access to all or part of CountyRecords.com for any reason, including, without limitation: (i) breach of this Agreement or any subsequent modifications; or, (ii) attempted assignment of your membership by User. Any suspected fraudulent, abusive or illegal activity is grounds for termination of User membership and may be referred to appropriate law enforcement authorities or governmental regulatory body. Service Provider shall not be liable to User or any third party for any claims related to User termination from Service Provider.

#### 18. GENERAL PROVISIONS & CONSTRUCTION OF AGREEMENT

A. Assignment. This Agreement is not assignable by User.

B. Counterparts. This Agreement may be accepted electronically in as many counterparts as may be required and it shall not be necessary that the signature of, or in behalf of, any party appear on any electronically accepted counterpart.

C. Severability. If any one or more of the terms of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason, each and all of the remaining terms of this Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

D. Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for the purpose of convenience only, and shall not affect the construction or interpretation of any of their provisions.

E. Construction. Any ambiguities in this agreement shall be construed in favor of Service Provider.

F. Capitalization. Generally, defined terms in this agreement begin with a capital letter. However, where the context requires, a term which is not capitalized may also be construed as a defined term.

G. Time of the Essence. Time shall be of the essence with respect to each and every term of this Agreement.

H. Tense. Where the context requires, the singular shall include the plural and the plural shall include the singular.

I. General Terms. The use of specific terms shall not be construed to limit the construction or meaning of general terms.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings or agreements. This Agreement shall not be amended or modified except by a subsequent written Agreement posted to CountyRecords.com by Service Provider or by separate written agreement executed by Service Provider.

K. Attorney Fees. If Service Provider shall institute an action against a User and/or Business Affiliate for breach of this Agreement, Service Provider shall be entitled to collect from User all charges, expenses, fees, court costs and actual attorney fees incurred by Service Provider.

L. Governing Law. To the extent necessary, all aspects of this Agreement shall be construed, enforced, and governed according to and by the laws of the United States of America, and, where state law is necessary to the implementation of this Agreement the laws of the State of Texas. Venue for any cause of action shall be held in Dallas County, Texas.

M. No Third Party Beneficiary. This Agreement is for the sole benefit of Service Provider and the User and shall not be construed or deemed to be made for the benefit of any third party or parties. NOTWITHSTANDING, FOR PURPOSES OF THE USER'S OBLIGATIONS, GOVERNING LAW, JURISDICTION AND VENUE, DISCLAIMERS, AND LIMITATIONS OF WARRANTIES AND REMEDIES HEREUNDER, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTIONS 11 THROUGH 14, AND SECTION 16. SUBSECTION L, THE TERM SERVICE PROVIDER SHALL ALSO BE DEEMED TO MEAN THIRD PARTY PROVIDERS OF DATA AND SERVICES USED OR ACCESSED BY THE USER THROUGH THE SITE.

N. Waiver and Future Compliance. A waiver of any provision of this Agreement by Service Provider shall not be construed to be a waiver of compliance with such provision in the future.

O. General Law Compliance. User agrees to comply with all federal, state and local laws applicable to: (i) the use of the Site; and, (ii) the use of the data and/or materials obtained from CountyRecords.com in any transaction or transactions where the data or materials are used.

P. Notices. All notices permitted or required to be given under this Agreement shall be in writing, addressed as shown below, and may be: (i) personally delivered; or, (ii) delivered by express courier service; or, (iii) mailed by certified or registered United States Mail. The effective date of notice shall be: (i) the date of delivery, for personal or express courier deliveries {which date of delivery may be evidenced by a receipt signed by an officer of the company being noticed}; (ii) the date shown on the "return card" for certified or registered mail if delivery is by certified or registered mail. Said notices shall be addressed as follows:

hal Systems Corporation  
8111 LBJ Freeway, Suite 860  
Dallas, TX 75251

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If you have any additional questions other than support, you can contact us at:  
Email: [billing@countyrecords.com](mailto:billing@countyrecords.com)

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