

**County Property Management Portal User Agreement
Terms and Conditions of Access and Use**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS Beltrami County Property And Tax Portal. Access and use of this Beltrami County Property And Tax Portal (the “Portal”) is subject to compliance by you with the terms and conditions set forth herein. This document should be examined carefully before accessing or using the Portal.

- 1. GENERAL SUBSCRIBER REPRESENTATIONS.** By subscribing to this service you represent that you seek and have requested enhanced remote access from County, within the meaning of Minn. Stat. § 13.03, subd. 3(b), to certain data generated, compiled and stored by County. You further acknowledge, represent and agree that the information, both in its raw and enhanced form, contemplated and provided to you pursuant to this contract, has commercial value within the meaning of Minn. Stat. § 13.03, subd. 3(d).

You acknowledge and agree that both the access to information and the information itself have been enhanced in order to provide this service. The access is enhanced because: (1) the information is not regularly available via remote internet access; (2) access extends beyond normal County business hours; and (3) County has had to develop the technological means to provide remote access that is different and unique in comparison to how data is stored in the normal course of its governmental operations. Likewise, the actual information has been enhanced to a format that allows secure access through a web-based application.

- 2. PARTIES; CONTACT INFORMATION.** By subscribing to this service, you become a party to this contract and are legally bound by all of its terms and conditions, without exception. In subscribing to this service, you have voluntarily provided certain information that allows County to identify and contact you. Communication and correspondence between you and County incident to the administration of this contract and provision of services shall be directed in accordance with the contact information you provide, including billing for services. County is unable to provide service to you without this information. Therefore, it is your obligation to keep such information current in our records. Failure to keep your contact information current will result in discontinuance of service.
- 3. NATURE OF SERVICE.** County has developed a Portal to provide access to certain public records and information maintained by the County and its various departments on a fee for service basis. Remote access is to be provided through the internet via a secured, password protected computer interface.
- 4. TERMS AND CONDITIONS OF USE.** Access to and use of the Portal is subject to the terms and conditions of use contained in this Agreement. County reserves the right to change, amend or modify any and all terms and conditions of use without notice to any subscriber. Any such change, modification or amendment shall be effective immediately upon posting on the Portal internet site. You agree to periodically review such changes,

modifications and amendments on-line. By accessing and continued use of the Portal, you agree to be bound and abide by the then current terms and conditions of use.

- 5. PRIVACY STATEMENT; TENNESSEN WARNING.** You acknowledge and agree that to facilitate service and access to data under Minn. Stat. § 13.05, subd. 12, you have agreed to provide certain identifying information. You further acknowledge and agree that any such information is provided voluntarily and that County may not require disclosure, but that refusal to disclose means that the service you requested cannot be provided. County respects the privacy of its subscribers. Therefore, County does not intend to monitor, edit, or disclose the content of any email or other communication with County through the Portal unless necessary in the course of normal maintenance and operation of the Portal system, or unless required to do so by law or in the good faith belief that such action is necessary to (a) comply with the law or comply with legal process served on County; (b) protect or defend the rights or property of County; or (c) to further legitimate law enforcement investigations. You remain solely responsible for the information you provide through the Portal and the internet site, regardless of the content of the information. All personal information collected by County is on a voluntary basis through visible means of either data entry by you or use of a registration form completed by you. County logs IP addresses for system administration, operation and troubleshooting purposes. Your IP address indicates the location of your computer on the internet. County may also gather anonymous information for its use or for third party use. This information does not personally identify you, but may be helpful to County and its consultants in improving the service offered. Generally, this information is collected through “traffic data” and may entail the use of “cookies,” “IP addresses” or other numeric codes used to identify your computer.
- 6. ONLINE INFORMATION EXCHANGE.** “Cookies” give users a special, random identification in the form of small text files, which are stored on the hard drive of a user's computer. The use of cookies is an industry standard. County employs cookies to recognize you and your access privileges for certain locations on the Portal internet site as well as to track site usage. You can set your browser to refuse all cookies or to indicate when a cookie is being sent. Subscribers or visitors who do not accept cookies from County may not be able to access some areas of the Portal internet site. County may, in its sole discretion, perform statistical analysis of the collective characteristics and behavior of subscribers to measure interest in the various areas of the Portal (for product development and other similar service development purposes).

You acknowledge that when you are on the Portal, you could be directed to other sites that are beyond the control of County. There may be links to other sites from the Portal internet site that take you outside our services. These may include links from sponsors and partners that may use the Portal as part of a co-branding agreement with County. These other sites may send their own cookies to users, collect and track data, or solicit personal information. County does not endorse the content found on such third-party sites. You assume sole responsibility for your use of third-party links and pointers.

You acknowledge that whenever you give out information online—including, without limitation, posting a message to a discussion group—that information can be collected and used by people you do not know. County cannot guarantee the security of any information you disclose online, and you do so at your own risk. County cannot control the acts of its members or visitors who use the interactive features of the Portal. You provide personal information, such as name, email address, mailing address, and phone number during such use at your own risk, and such information may be used by other parties outside of County for unsolicited email or other contact. Further, if you participate in any discussions through the Portal internet site, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You also agree not to post or transmit information or materials that would violate the rights of a third party or which would contain a virus or other harmful component.

7. **DISCLAIMER OF WARRANTIES.** County, its licensors, consultants and suppliers, do not warrant that the Portal will be uninterrupted or error free. County, its licensors, consultants and suppliers, make no warranty, express, implied, statutory or otherwise, and specifically disclaim any implied warranty of merchantability, fitness for a particular purpose, or non-infringement with respect to the Portal and/or any information obtained through the Portal or a related internet site. The availability of any information depends on many factors, including County's connection to the internet, your connection to the internet, the availability of the internet and the internet backbone, and equipment that, by its nature, is not fault tolerant. County, its licensors, consultants and suppliers, no guaranty of access to or accuracy of any information obtained through the Portal or related internet sites. You expressly assume the entire risk as to the quality and performance of the Portal and the accuracy or completeness of any information obtained there from.

8. **GENERAL DISCLAIMER AND LIMITATION OF LIABILITY.** County may from time to time include links to other online information, products or services. County makes no representation that the information, products or services accessed or obtained through such links are appropriate or authorized for use in all countries, states, provinces, counties or any jurisdiction whatsoever. If you choose to access an internet site linked to any County site, you do so on your own initiative and risk and you are responsible for compliance with all applicable laws.

COUNTY DOES NOT IN ANYWAY OPERATE, CONTROL OR ENDORSE ANY INFORMATION, PRODUCTS OR SERVICES WHICH MAY APPEAR THROUGH LINKS TO THIRD-PARTY SITES. COUNTY, CANNOT AND DOES NOT WARRANT OR GUARANTEE THAT FILES, SOFTWARE OR INFORMATION OF ANY KIND FROM ANY SOURCE AVAILABLE FOR DOWNLOADING THROUGH THE PORTAL WILL BE FREE OF INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE OR DEFECTS THAT MAY MANIFEST HARMFUL AND DESTRUCTIVE PROPERTIES.

BECAUSE OF THE POSSIBILITY OF HUMAN, TECHNICAL AND MECHANICAL ERROR, COUNTY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS

FROM THE INFORMATION CONTAINED IN ACCESSED THROUGH THE PORTAL. THE MATERIALS AND INFORMATION AVAILABLE IN AND THROUGH THE PORTAL ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COUNTY, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, COUNTY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PORTAL, OR THE MATERIAL AND INFORMATION AVAILABLE THROUGH THE PORTAL, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR SERVER(S) THAT MAKE THE PORTAL AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COUNTY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION AND MATERIALS AVAILABLE THROUGH THE PORTAL IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU, AND NOT COUNTY, SHALL BEAR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF ANY INFORMATION OBTAINED BY YOU FROM THIS SITE OR PORTAL AND PROVIDED BY YOU TO ANY THIRD PARTY. YOU EXPRESSLY ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PORTAL AND THE ACCURACY AND COMPLETENESS OF ITS CONTENT WITHOUT LIMITATION OR QUALIFICATION.

UNDER NO CIRCUMSTANCES SHALL COUNTY, IT OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY. YOU AGREE THAT THE FOREGOING LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK.

9. **CHOICE OF LAW; FORUM.** Your use and access to this Portal, and the terms and conditions of this contract, are governed by the laws of the State of Minnesota, without reference to conflicts of laws and without regard to its location of execution or performance.
10. **FEE FOR ACCESS AND SERVICE.** County reserves the right to change, amend or modify any and all pricing terms without notice to any subscriber. Any such change, modification or amendment shall be effective immediately upon posting on the Portal internet site. You agree to periodically review such changes, modifications and amendments on-line. By accessing and continued use of the Portal, you agree to be bound and abide by the then current pricing terms applicable to the Portal

- 11. PROHIBITION ON TRANSFER OR ASSIGNMENT.** You may not transfer or assign any rights or interest in this Agreement to any other person or entity.
- 12. NO THIRD-PARTY BENEFICIARY.** Under no circumstances shall County be liable to you, or any user or subscriber, and/or any third party, regardless of the form of action, arising from the use of this site for any indirect, special, consequential or incidental damages that result from the use of, or the inability to use, the materials and information available on or through this Portal and related web site, even if County, its officials, employees, agents or assigns have been advised of the possibility of such damages. In no event shall County's total liability to you, or any third party, for all damages, losses, and causes of action (whether in contract, tort or any other theory of liability) exceed the amount paid by you in accessing the Portal and related web sites.
- 13. LEGAL REPRESENTATION.** This document is a legally binding contract. Prior to entering this contract you have the right to seek advice from legal counsel of your choice. By entering this agreement you represent that you have either sought such legal advice or knowingly and voluntarily waive your right to obtain such advice prior to entering this agreement.
- 14. INTEGRATION CLAUSE; MODIFICATION IN WRITING.** Except as provided in Paragraph 4 above concerning posted changes, amendments and modifications in the terms and conditions of service, this Agreement represents the full and complete understanding of the Parties and both Parties represent that neither Party is relying on any prior understandings or agreements, whether oral or written. Except as provided in Paragraph 4 concerning posted changes, amendments and modifications in the terms and conditions of service, this Agreement shall be modified, if at all, in writing signed by a duly authorized agent of both Parties.
- 15. AUTHORITY TO ENTER AGREEMENT.** All subscribers represent that they have actual authority to enter this Agreement to bind the respective entities or persons with whom they are legally associated to the terms and conditions herein contained.
- 16. TERM OF AGREEMENT.** This Agreement remains in effect until terminated by either party. You may terminate this Agreement by sending an email via the "contact us" button in the Beltrami County Property And Tax Portal. Termination will be effective upon the date such notice is received by County. All services received by you will be prorated and billed through the effective date of termination. The terms and conditions of this Agreement apply from the date of subscription for service and for all periods prior to termination of this Agreement by either party. This Agreement will terminate immediately without notice from County if, in the sole discretion of County, you fail to comply with term or condition of this Agreement. County reserves the right, in its sole discretion, to suspend or terminate your access to all or any part of the Portal at any time for any reason without prior notice or liability. Licensors and Suppliers of County may change, suspend, or discontinue all or any aspect of the information available through the Portal.