

ONLINE SUBSCRIPTION SERVICE APPLICATION

**Shelley Campbell
Register of Deeds
Atchison County Courthouse**

Name: _____
Organization: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone: _____
FAX: _____
Email: _____
Billing Address (if different from above): _____
Attention: _____
Billing Options: _____
Company EIN/Tax ID Number: _____
Quarterly Invoice: _____
Advance payment by check or money order _____
Estimated Number of Users for this Account: _____
Account Contact*: _____

***The person designated as the Account Contact will be recognized by the Register of Deeds Office as the authorized agent for this account and responsible for all technical and financial issues pertaining to the maintenance of this account.**



ONLINE ACCESS SUBSCRIPTION AGREEMENT

THIS ONLINE ACCESS AGREEMENT (“AGREEMENT”) is made and entered into this _____ day of _____, 20____, by and between SUBSCRIBER and Shelley Campbell, Register of Deeds of Atchison County, Kansas, (“REGISTER”).

WHEREAS, REGISTER has developed an ONLINE SUBSCRIPTION SERVICE whereby subscribers may access documents pertaining to real property that have been recorded in and are maintained by REGISTER’s office; and

WHEREAS, SUBSCRIBER has requested online access to REGISTER’s ONLINE SUBSCRIPTION SERVICE; and

WHEREAS, REGISTER and SUBSCRIBER desire to enter into an agreement to allow SUBSCRIBER to access REGISTER’s ONLINE SUBSCRIPTION SERVICE.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, REGISTER and SUBSCRIBER agree as follows:

I. SERVICES

1.1 REGISTER agrees to provide to SUBSCRIBER online access to selected images of documents pertaining to real property that have been recorded in, and are maintained by, REGISTER’s office and to REGISTER’s real estate search index pursuant to the terms and conditions stated in this Agreement. The document images and the search index contain and cover selected documents recorded from **August 25, 1987** through the present. Documents recorded prior to **August 25, 1987** are not accessible through the ONLINE SUBSCRIPTION SERVICE.

1.2 SUBSCRIBER shall access the ONLINE SUBSCRIPTION SERVICE via REGISTER’s web site (“Web Site”) through the use of a unique User Name and Password. REGISTER will provide maintenance and support for the ONLINE SUBSCRIPTION SERVICE. No other services are provided under this Agreement.

1.3 SUBSCRIBER is responsible for establishing, providing, and maintaining its own connection to REGISTER’s Web Site.

1.4 SUBSCRIBER acknowledges and agrees that REGISTER’s Web Site was developed by and is solely owned by REGISTER and that it will remain the exclusive property of REGISTER.

II. FEES AND PAYMENT

2.1 SUBSCRIBER shall and hereby agrees to pay to REGISTER a monthly service fee in the amount of **\$250.00, or \$1,500.00 for annual fee**. Payment for the first three months of service is due upon execution of this Agreement and prior to SUBSCRIBER’s use of the ONLINE SUBSCRIPTION SERVICE. Thereafter, payments shall be made on a quarterly basis in advance. Quarterly payments are due on the **27th** day of the last month of the then-current quarter. Failure to timely and fully pay the service fee may result in suspension or

termination of this Agreement and the ONLINE SUBSCRIPTION SERVICE as provided in Paragraph 5.1. Partial Quarters can be prorated. Payments shall be made to:

Shelley Campbell
Atchison County Register of Deeds
423 N 5th Street
Atchison, Kansas 66002

2.2 REGISTER expressly reserves the right to increase the fees set forth above. REGISTER shall provide to SUBSCRIBER thirty (30) days written notice of any such increase and SUBSCRIBER shall have the option of terminating this Agreement within the thirty (30) day notice period if SUBSCRIBER objects to the fee increase.

2.3 REGISTER may demand immediate payment, outside of the regularly scheduled billing cycles, of an account at any time that REGISTER determines the action is necessary.

2.4 REGISTER may deny accounts or suspend accounts of those who have delinquent debts to any department or agency of Atchison County, Kansas.

2.5 REGISTER may suspend or reduce service to, or otherwise restrict access to the ONLINE SUBSCRIPTION SERVICE by any account that causes an unacceptable level of congestion or a disruption to the operations of the ONLINE SUBSCRIPTION SERVICE, or to an account at any time if REGISTER determines the action is necessary to prevent fraud or to maintain the security of its computer systems and networks.

III. SUBSCRIBER'S RESPONSIBILITIES AND CERTIFICATION

3.1. SUBSCRIBER agrees that its use of the ONLINE SUBSCRIPTION SERVICE and of documents, data, and information obtained through the ONLINE SUBSCRIPTION SERVICE will be solely for purposes authorized by law and that the documents, data, and information obtained from the ONLINE SUBSCRIPTION SERVICE will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.

3.2 SUBSCRIBER is solely responsible for its use of the ONLINE SUBSCRIPTION SERVICE. SUBSCRIBER agrees that it will not use the ONLINE SUBSCRIPTION SERVICE for any illegal purpose, in infringement of copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.

3.3 REGISTER shall provide to SUBSCRIBER a User Name and Password for accessing the ONLINE SUBSCRIPTION SERVICE. SUBSCRIBER is solely responsible for managing its ONLINE SUBSCRIPTION SERVICE account. SUBSCRIBER shall take all necessary and appropriate security measures to insure that SUBSCRIBER's User Name/Password is not disclosed to other persons or entities. SUBSCRIBER shall not share, loan, assign, transfer, or release its User Name/Password to any other person or entity.

3.4 SUBSCRIBER agrees that it will not use the data and information obtained through the ONLINE SUBSCRIPTION SERVICE for the purpose of selling or offering for sale any

property or service to any person listed or to any person who resides at any address listed in such data, nor will SUBSCRIBER sell, give or otherwise make available to any person any list of names or addresses contained in or derived from such data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. SUBSCRIBER has read K.S.A. 45-220 and 45-230 regarding the prohibition against using data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the data and information obtained through the ONLINE SUBSCRIPTION SERVICE. SUBSCRIBER agrees to adopt and enforce policies and procedures to ensure compliance with K.S.A. 45-220 and 45-230.

3.5 SUBSCRIBER makes the following certification pursuant to K.S.A. 45-220(c)(2): “the requester does not intend to, and will not: (A) Use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or (B) sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the records or information the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.”

3.6 SUBSCRIBER shall not develop, produce, or disseminate any derivative work or product based upon or intended to interact with the ONLINE SUBSCRIPTION SERVICE without written permission of REGISTER and any vendor selected to develop or host the ONLINE SUBSCRIPTION SERVICE.

3.7 SUBSCRIBER shall not employ any software that collects, intercepts, or otherwise “mines” information or content from the system.

3.8 SUBSCRIBER agrees that any challenge or dispute regarding these Terms of Use, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined, governed, and construed in accordance with the laws of the state of Kansas. Venue for any dispute shall be in the District Court of Atchison County, Kansas in Atchison, Kansas.

IV. DISCLAIMER OF WARRANTIES

4.1 The index and documents accessible through the ONLINE SUBSCRIPTION SERVICE may not be true, complete, and accurate. They are a working copy of the index and documents maintained in REGISTER’s office subject to error and omission and to future and constant change, modification, correction, and updating.

4.2 REGISTER shall operate and maintain the ONLINE SUBSCRIPTION SERVICE and the Web Site, contingent upon REGISTER’s network and equipment capacity, and connection availability. SUBSCRIBER acknowledges and agrees that REGISTER does not operate or control the Internet or the World Wide Web.

4.3 REGISTER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS REGARDING ANY DOCUMENTS, INFORMATION, PRODUCTS, OR SERVICES PROVIDED PURSUANT TO

THIS AGREEMENT OR THROUGH THE ONLINE SUBSCRIPTION SERVICE OR THE WEB SITE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE ONLINE SUBSCRIPTION SERVICE IS FOR INFORMATIONAL PURPOSES ONLY. THE DOCUMENTS, INFORMATION, PRODUCTS, OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THROUGH THE ONLINE SUBSCRIPTION SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REGISTER ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE ONLINE SUBSCRIPTION SERVICE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THE ONLINE SUBSCRIPTION SERVICE. NO ADVICE OR INFORMATION GIVEN BY REGISTER'S EMPLOYEES, AGENTS, OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL REGISTER OR ATCHISON COUNTY, KANSAS, ITS OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO ACCESS THE ONLINE SUBSCRIPTION SERVICE, OR SUBSCRIBER'S RELIANCE ON OR USE OF DOCUMENTS, INFORMATION, PRODUCTS, OR SERVICES PROVIDED ON OR THROUGH THE ONLINE SUBSCRIPTION SERVICE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, OR ANY FAILURE OF PERFORMANCE. SUBSCRIBER ASSUMES THE SOLE RESPONSIBILITY FOR ALL USE OF THE ONLINE SUBSCRIPTION SERVICE AND OF THE DOCUMENTS, DATA, AND INFORMATION OBTAINED THROUGH THE ONLINE SUBSCRIPTION SERVICE, AND AGREES TO INDEMNIFY AND HOLD REGISTER AND ATCHISON COUNTY, KANSAS HARMLESS FROM ANY LIABILITY OR CLAIM OF ANY NATURE ARISING OUT OF OR RESULTING FROM SUCH USE.

V. TERMINATION

5.1 This Agreement shall continue from month-to-month until terminated by either party as provided herein. Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. Upon submission of such notice, this Agreement shall terminate at the conclusion of the thirty-day notice period. REGISTER shall have the right to immediately suspend or terminate access to the ONLINE SUBSCRIPTION SERVICE without prior notice to SUBSCRIBER in the event SUBSCRIBER violates the terms of this Agreement or engages in abusive or illegal activities including activities that may burden REGISTER's servers. Subscription fees shall not be refunded in the event of suspension or termination due to SUBSCRIBER's violation of this Agreement.

VI. MISCELLANEOUS

6.1 The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.

6.2 This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

6.3 Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

6.5 SUBSCRIBER shall not assign, transfer, convey, sublet, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of REGISTER.

SUBSCRIBER

SHELLEY CAMPBELL
REGISTER OF DEEDS OF
ATCHISON COUNTY, KANSAS

By: _____

Name: _____

Title: _____

By: _____

Date: _____

Date: _____

Please enter the information requested on this form, sign and return completed and signed form to:

Shelley Campbell
Register of Deeds
Atchison County Courthouse
424 North 5th Street
Atchison, Kansas 66002



