

BROWN COUNTY, SOUTH DAKOTA REGISTER OF DEEDS OBTAINING ACCESS TO ONLINE RECORDS

Brown County public records from the late 1800s to current date are available for searching and viewing in our office at no charge during regular office hours, 8:00 am to 5:00 pm Monday through Friday excluding holidays. The \$1.00 per page for copies still applies.

Brown County public records are available online from January 1, 2011 through current date.

Anyone can search for documents on the website. Please see the "HINTS FOR SUCCESSFUL SEARCHING" document for assistance in conducting a search.

A user account is required in order to purchase a document. Per SDCL 7-9-15(2) there is a \$1.00 per page charge to purchase a document which can then be viewed/printed/saved. User accounts are available at three levels, the service charges are:

- 24 Hours - \$10.00 plus tax (plus bank fee of approximately \$1.50 if paid by credit card)
- 30 Days - \$50.00 plus tax (plus bank fee of approximately \$1.50 if paid by credit card)
- 1 Year - \$300.00 plus tax (plus bank fee of approximately \$8.00 if paid by credit card)

To obtain a user account, print the attached Website Access Agreement, fill out and sign the agreement, and complete one of the following processes:

- Mail the completed agreement with your check or money order to our office:

Brown County Register of Deeds
24 Market Street
Aberdeen, SD 57401

- Scan and email or fax the completed agreement order to our office:

Brown County Register of Deeds
Fax (605)626-4010
Email: mariann.malsom@browncounty.sd.gov

- Call our office and provide a debit or credit card for payment:

Brown County Register of Deeds
Phone (605)626-7140

When your completed Agreement and payment are received a user name and password will be emailed to the email address provided.

If you have any questions please call our office.

Brown County, South Dakota Register of Deeds Website TERMS AND CONDITIONS FOR ACCESS

Section 1. By using or accessing the Brown County, South Dakota Register of Deeds Website, 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 Brown County, South Dakota Register of Deeds Website ("Site"). You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and the County of Brown, State of South 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 Brown County, South Dakota Register of Deeds Website. 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 the Site 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 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 to view and/or print documents. Fees and payments will be processed by check or credit card. Payments with a credit card are handled by a PCI (Payment Card Industry) compliant secure credit card processor. No personal financial information is stored by the Brown County, South Dakota Register of Deeds Website. The fees for the use and non-exclusive, non-transferable, limited license are as follows:

Section 3.1

- 24 Hours - \$10.00 plus tax
- 30 Days - \$50.00 plus tax
- 1 Year - \$300.00 plus tax

with an additional fee of \$1.00 per page for any document viewed/printed.

Document purchases by User will be immediately charged to the provided credit card. The service charge may be paid by check or credit card in our office. To avoid interruption of service the Register of Deeds Office must receive an additional service charge payment for renewal PRIOR to the expiration of the user account. This fee

remains the same regardless of any downtime experienced by the Site in any month, unless we elect to make a fee adjustment.

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 Brown County, South Dakota Register of Deeds Website.

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. Cancellation can be made at any time by calling the office; however, you will not receive a refund for any remaining period for which you have already made payment. Termination of user account will be effective at the end of time paid for unless an additional service charge payment for renewal is received PRIOR to the expiration of the user account.

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 noncommercial 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 Brown County, South Dakota Register of Deeds Website 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:

mariann.malsom@browncounty.sd.gov

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 the Brown County, South Dakota Register of Deeds Website 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, Brown County, South Dakota Register of Deeds Website 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 South 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, County of Brown, State of South 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 South 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, Brown County, South 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 signature on the Website Access 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 on the Site.

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.

**BROWN COUNTY, SOUTH DAKOTA
REGISTER OF DEEDS
Website Access Agreement**

The Brown County Register of Deeds website provides real estate documents that were recorded in our office from January 1, 2011 through current from your personal computer 24-hours a day, 7 days a week. The ability to view/print documents is allowed with a user account. There is a service charge for a user account which covers the expense to provide this service. Service charges must be paid in advance.

Service Charge Schedule:

- 24 Hours - \$10.00 plus tax
- 30 Days - \$50.00 plus tax
- 1 Year - \$300.00 plus tax

If you would like a user account, please fill out this form and return it with your payment to our office. Please make check payable to "Brown County ROD" or you can call our office and pay over the phone using a debit or credit card.

Company Name (if applicable): _____

Contact Person: _____

Mailing Address: _____

City, State, Zip Code: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

Signature/Title _____
Date

The user account will be set up when payment is received. You will receive the user name and password via e-mail. To avoid interruption of service the Register of Deeds Office must receive an additional service charge payment for renewal PRIOR to the expiration of the user account.

Brown County Register of Deeds
25 Market Street, Aberdeen, SD 57401
Phone 605-626-7140 Fax 605-626-4010