



## USER AGREEMENT TO VIEW DOCUMENT IMAGES AND DATA ON THE CASCADE COUNTY CLERK AND RECORDERS OFFICE WEBSITE

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (name) \_\_\_\_\_  
of(address) \_\_\_\_\_ (city, state, zip)

entered into this user agreement with the Cascade County Clerk and Recorder (Clerk and Recorder) 121 4<sup>th</sup> St N Suite 1B-1, Great Falls, MT 59401, in order to provide access to customer to the Clerk and Recorders land record documents on the Clerk and Recorder's Cascade County website.

Clerk and Recorder shall provide customer access to land record document images to view and print documents that are recorded or filed in the Clerk and Recorder's office which begin in 2001, and data for records beginning in 1988. Document images are not available prior to 2001, and indexing is not available prior to 1988. Customer's access to the data and images shall be for legitimate business purposes only and customer shall not allow any other entities, businesses or private parties' access to this website. The User shall not sell or make available for sale copies of the records accessed through this User Agreement. This Agreement shall not be construed to prevent the User from providing, for compensation, a product or service, which includes, as an incidental part thereof, copies or partial copies of records accessed hereunder. User will limit its electronic access to County information to its employees, officers and directors and will treat the password provided pursuant to the Agreement as confidential and will not disclose such information.

Customer shall pay Clerk and Recorder the sum of \$150.00 per year for the right to access the Clerk and Recorder's Cascade County website. Customer will be billed the \$150.00 yearly fee every January. Partial year customer will initially be billed a one-time prorated fee of \$12.50/month for the remainder of that year; until the following January, at which time they will be billed the yearly \$150.00 rate from that date forward. Each client will be given a username and password to access the website.

## AGREEMENT BETWEEN USER AND CASCADE COUNTY

The Clerk and Recorder's Cascade County website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Clerk and Recorder's Cascade County website constitutes your agreement to all such terms, conditions, and notices.

## MODIFICATION OF THESE TERMS OF USE

Clerk and Recorder's Office of Cascade County reserves the right to change the terms, conditions, and notices under which the Clerk and Recorder's Cascade County website is offered, including but not limited to the charges associated with the use of the Clerk and Recorder's Office of Cascade County website. The Clerk and Recorder may increase/decrease the yearly access fee due to additional costs incurred by the Clerk and Recorder or the internet provided. Said costs may include but are not limited to the upgrading of equipment and/or programs or an increase in internet costs or any other costs associated with the computer access. The User shall be responsible for the purchase and maintenance of all equipment and software necessary at the User's place of business to permit utilization of the rights granted hereunder. The User will receive thirty (30) days advance notice of any fee increase.

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Clerk and Recorder's Cascade County website, you warrant to Cascade County that you will not use the Clerk and Recorder's Cascade County website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Clerk and Recorder's Cascade County website in any manner, which could damage, disable, overburden, or impair the Clerk and Recorder's Cascade County website or interfere with any other party's use and enjoyment of the Clerk and Recorder's Cascade County website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Clerk and Recorder's Cascade County websites.

## LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CASCADE COUNTY CLERK AND RECORDER AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE AT ANY TIME.

CASCADE COUNTY CLERK AND RECORDER AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR