

## MONTGOMERY COUNTY ELECTRONIC TRANSFER SERVICE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between MONTGOMERY COUNTY, MARYLAND (the "County") and \_\_\_\_\_ [firm], a \_\_\_\_\_ ("\_\_\_\_\_"). In consideration of these premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and \_\_\_\_\_ covenant and agree as follows:

### 1. GENERAL RULES AND DEFINITIONS

1.1 If \_\_\_\_\_ chooses to use the Montgomery County Electronic Transfer Service (the "Service"), \_\_\_\_\_ agrees to abide by all of the terms and conditions of this Agreement between the County and \_\_\_\_\_.

1.2 The County may change, add or remove portions of this Agreement at any time, but if it does so, it will post such changes on its website, or send them to \_\_\_\_\_ via e-mail or postal mail.

1.3 If any of these rules or any future changes are unacceptable to \_\_\_\_\_, \_\_\_\_\_ may discontinue the use of the Service. The continued use of the Service now, or following the posting of notice of any changes in these operating rules, will indicate acceptance by \_\_\_\_\_ of such rules, changes, or modifications.

1.4 The County may change, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. The County may also impose limits on certain features and services or restrict users' access to parts or all of the Service without notice or liability.

### 2. TRANSFERS

2.1 The County shall make the Service available to enable \_\_\_\_\_ to commence the process of transferring real property in Montgomery County, Maryland and to make payments of county transfer taxes and recordation taxes in connection with such transfers.

2.2 \_\_\_\_\_ [firm] will certify that it has a copy of the original executed documents in its files, to be recorded among the land records of Montgomery County, Maryland and that, to the best of its knowledge, \_\_\_\_\_ [firm] certifies that the information that it is transmitting is true and correct.

### 3. PRIVACY POLICY

3.1 The County is dedicated to protecting the privacy of citizens and businesses that use the Service and other electronic commerce services. The Security Policy in Section 4 below outlines how personal information will be managed across the County site. In order to ensure the safety of citizens and businesses and to encourage use of electronic commerce services, the County will review this policy periodically.

### 4. SECURITY POLICY

4.1 The County is dedicated to the right of privacy and data security on the Web. The County is committed to handling the information the user provides responsibly. The County will take every prudent and practical step to safeguard private information and its use.

4.2 The County provides its users with a secure online experience by using a variety of security measures to maintain the safety of privacy information. All user registration information is contained behind a “firewall” and only accessible by a limited number of employees who have special access rights to production systems. Password and credit card numbers are encrypted in a secure database located behind the “firewall”. All sensitive/credit information supplied by users is transmitted via Secure Socket Layer (SSL) technology and encrypted in the database.

4.3 The County utilizes a digital signature on the general website and the eGovernment site of the County. This digital signature assures users that they are authenticated to the Montgomery County Government.

### 5. REPRESENTATIONS AND WARRANTIES

5.1 \_\_\_\_\_ represents, warrants and covenants that the information submitted through the Service as a transfer is an actual transfer and that the parties to such transfer have agreed to and have executed and delivered the transferring documents. \_\_\_\_\_ hereby indemnifies, defends and holds harmless the County from and against any and all liability and costs, including, without limitation, reasonable attorneys’ fees, incurred by the County in connection with any claim arising out of any breach by \_\_\_\_\_ of any of the foregoing representations and warranties. \_\_\_\_\_ shall cooperate as fully as legally possible and as reasonably required in the defense of any such claim. The County reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by \_\_\_\_\_.

5.2 \_\_\_\_\_ does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information contained within or attached to any of the transferring documents or displayed, uploaded, or distributed through the Service by any other user, information provider or any other person or entity. The County acknowledges that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at the sole risk of the other user.

5.3 THE SERVICE AND ALL DOWNLOADABLE SOFTWARE ARE DISTRIBUTED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 6. REGISTRATION AND SECURITY

6.1 Each user is required to register a user name and password. The username and password are needed to authenticate to the Montgomery County eGovernment Website. This username and password along with a unique identifier will serve to prove the user's identity to the County. The username, password, and unique identifier will be considered a "valid" and legally binding "electronic signature", in compliance with the State of Maryland Uniform Computer Electronic Transactions Act, for all transactions conducted with the County.

6.2 A user must contact the County immediately if they believe their information has been corrupted, misused, or is incorrect. It is the responsibility of the user to ensure all information is correct.

## 7. FEES AND PAYMENTS

7.1 The County reserves the right at any time to charge fees for access to portions of the Service or the Service as a whole. However, in no event will \_\_\_\_\_ be charged for access to the Service unless the County obtains the prior agreement of \_\_\_\_\_ to pay such charges. Thus, if at any time the County requires a fee for portions of the Service that are now free, the County will give \_\_\_\_\_ advance notice of such fees and the opportunity to cancel the account before such charges are imposed. All new fees, if any, will be posted in the Service website and in other appropriate locations on the Service.

## 8. COMMUNICATIONS FROM THE COUNTY

8.1 The County reserves the right to send electronic mail to \_\_\_\_\_ for the purpose of informing \_\_\_\_\_ of changes or additions to the Service.

8.2 The County reserves the right to disclose information about the usage of the Service, provided that it will not reveal any information that \_\_\_\_\_ has requested the County not to reveal.

## 9. SOFTWARE LICENSES

9.1 \_\_\_\_\_ shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to \_\_\_\_\_ in order to access the Service ("Access Software"). \_\_\_\_\_ may not sublicense, assign or transfer any licenses granted by the County, and any attempt at such sublicense, assignment or transfer shall be null and void. \_\_\_\_\_ may make one copy of such software for archival purposes only. \_\_\_\_\_ may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Access Software.

## 10. TERMINATION

10.1 \_\_\_\_\_ may terminate its account at any time by sending an e-mail message to the County. Upon termination, \_\_\_\_\_ will receive confirmation via e-mail that the termination request was received.

10.2 The County may, in its sole reasonable discretion, terminate or suspend access to all or part of the Service with or without cause, after at least 24 hours notice, by sending an e-mail message to \_\_\_\_\_.

11. MISCELLANEOUS

11.1 This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Maryland. Any action to enforce this agreement shall be brought in the courts located in Montgomery County, Maryland.

11.2 Official correspondence must be sent via postal mail to:

Montgomery County, Maryland  
Division of Treasury  
Department of Finance  
255 Rockville Pike, Suite L-12  
Rockville, MD 20850-4153  
Attn: Chief of Department of Finance

\_\_\_\_\_ [firm]

\_\_\_\_\_ [address]

\_\_\_\_\_ [address]

\_\_\_\_\_ [authorized representative]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the first date written above.

MONTGOMERY COUNTY, MARYLAND

By: \_\_\_\_\_

\_\_\_\_\_ [firm]

By: \_\_\_\_\_