

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

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. Access and use of this Property Management 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 this Property Management Portal.**

1. **GENERAL SUBSCRIBER REPRESENTATIONS.** By subscribing to this service you represent that you seek and have requested access to public records maintained by the Register of Deeds and, in certain circumstances, other public records custodians from County.
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 Property Management Portal to provide access to certain public records and information maintained by the Register of Deeds of County and other county 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 Property Management Portal is subject to the terms and conditions of use contained in this “click-wrap 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 Property Management Portal internet site. You agree to periodically review such changes, modifications and amendments on-line. By accessing and continued use of the Property Management Portal, you agree to be bound and abide by the then current terms and conditions of use.
5. **PRIVACY STATEMENT.** You acknowledge and agree that to facilitate service and access to data, 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 Property Management Portal unless necessary in the course of normal maintenance and operation of the Property Management Portal, 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 or efforts. You remain solely responsible for the information you provide through the Property Management 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 Property Management 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 Property Management 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 Property Management Portal (for product development and other similar service development purposes).

You acknowledge that when you are on the Property Management Portal, you could be directed to other sites that are beyond the control of County. There may be links to other sites from the Property Management Portal internet site that take you outside our services. These may include links from sponsors and partners that may use the Property Management 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 Property Management 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 Property Management 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, including Nazca Solutions, Inc., do not warrant that the Property Management Portal will be uninterrupted or error free. County, its licensors, consultants and suppliers, including Nazca Solutions, Inc., 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 Property Management Portal and/or any information obtained through the Property Management 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, including Nazca Solutions, Inc., make no guaranty of access to or accuracy of any information obtained through the Property Management Portal or related internet sites. You expressly assume the entire risk as to the quality and performance of the Property Management Portal and the accuracy or completeness of any information obtained therefrom.
  
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 AND NAZCA SOLUTIONS, INC., CANNOT AND DO NOT WARRANT OR GUARANTEE THAT FILES, SOFTWARE OR INFORMATION OF ANY KIND FROM ANY SOURCE AVAILABLE FOR DOWNLOADING THROUGH THE PROPERTY MANAGEMENT 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, AS WELL AS OTHER FACTS, COUNTY AND NAZCA SOLUTIONS, INC., ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS FROM THE INFORMATION CONTAINED AND ACCESSED THROUGH THE PROPERTY MANAGEMENT PORTAL. THE MATERIALS AND INFORMATION AVAILABLE IN AND THROUGH THE PROPERTY MANAGEMENT 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 AND NAZCA SOLUTIONS, INC., DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, COUNTY AND NAZCA SOLUTIONS, INC., DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROPERTY MANAGEMENT PORTAL, OR THE MATERIAL AND INFORMATION AVAILABLE THROUGH THE PROPERTY MANAGEMENT PORTAL, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR SERVER(S) THAT MAKE THE PROPERTY MANAGEMENT PORTAL AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COUNTY AND NAZCA SOLUTIONS, INC., DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION AND MATERIALS AVAILABLE THROUGH THE PROPERTY MANAGEMENT PORTAL IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU, AND NOT COUNTY OR NAZCA SOLUTIONS, INC., SHALL BEAR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF ANY INFORMATION OBTAINED BY YOU FROM THIS SITE OR PROPERTY MANAGEMENT PORTAL AND PROVIDED BY YOU TO ANY THIRD PARTY. YOU EXPRESSLY ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROPERTY MANAGEMENT PORTAL AND THE ACCURACY AND COMPLETENESS OF ITS CONTENT WITHOUT LIMITATION OR QUALIFICATION.

UNDER NO CIRCUMSTANCES SHALL COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS, INCLUDING NAZCA SOLUTIONS, INC., 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.

YOU UNDERSTAND AND AGREE THAT ALL DOCUMENTS OBTAINED THROUGH THIS PROPERTY MANAGEMENT PORTAL ARE NOT CERTIFIED. YOU MUST CONTACT THE COUNTY TO OBTAIN CERTIFIED COPIES OF ANY PUBLIC RECORDS MAINTAINED BY THE COUNTY.

9. **CHOICE OF LAW; FORUM.** Your use and access to this Property Management Portal, and the terms and conditions of this contract, are governed by the laws of the State of Wisconsin, 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 Property Management Portal internet site. You agree to periodically review such changes, modifications and amendments on-line. By accessing and continued use of the Property Management Portal, you agree to be bound and abide by the then current pricing terms applicable to the Property Management 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 or Nazca Solutions, Inc. be liable to the 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 Property Management Portal and related web site, even if County, its officials, employees, agents or assigns, including Nazca Solutions, Inc., have been advised of the possibility of such damages. In no event shall County's or Nazca Solutions' 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 Property Management 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. Again, except as provided in Paragraph 4 concerning posted changes, amendments and modifications in the terms and conditions of service, this “click-wrap” 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 Property Management Portal. Termination will be effective upon the date such written 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 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 Property Management 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 Property Management Portal.