

## USER LICENSE AGREEMENT

### 1. PURPOSE

**This Agreement sets forth the terms applicable to the use of this site. PLEASE READ ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT VERY CAREFULLY.**

### 2. DEFINITIONS

**For purposes of this Agreement, the website provider will be referred to as “Service Provider.” The person or business using the website will be referred to as “User.”**

### 3. ACCEPTANCE OF TERMS

**User understands that accessing information, registering or otherwise participating in Service Provider’s site shall be deemed an unconditional acceptance of all the terms of this Agreement. If User does not agree with all the terms of this User Agreement, User must not use or participate in the Service Provider’s site. Service Provider reserves the right, at its sole discretion, to change, modify or add to this Agreement, at any time, and without prior notice to User. By completing a registration on MatagordaCountyAbstract.com, User agrees that any and all information that User supplies in the registration process and other information that Service Provider may require from time to time, is current, truthful, and complete. Service Provider reserves the right to terminate User’s registration with Service Provider at any time, with or without just cause, User agrees to maintain only one active registration with Service Provider at all times.**

### 4. FEES & CHARGES

**User will be charged for the services in accordance with the Service Provider’s fee schedule in effect at the time services are utilized. The current fee schedules for Matagorda County are available from the Service Provider’s web page at MatagordaCountyAbstract.com, User should review such fee schedule prior to use of any services. Payment for setting-up User’s account will be due at the time of User’s registration. Payments for ongoing services will be based upon the services selected and the billing dates for User’s account. If payment is made by credit card, User’s account will automatically be charged. In any event payment shall be due no later than 10 days after the end of the calendar month in which the services are provided. Upon termination all charges will be due immediately.**

**Payment shall be by credit card unless other arrangements have been accepted by the Service Provider. In the case of credit card payments, all charges incurred by User for the use of services will be debited to the credit card number provided at registration. If this credit card number expires or Service Provider is otherwise unable to debit valid charges to it, the Service Provider may terminate User’s access without prior notice to User, and in such event, User agrees to pay all charges for services used, plus an additional late payment and servicing fee equal to 5% of such outstanding charges, which shall be in addition to any other fees or costs of collection.**

## 5. License

### A. Grant

**This Agreement is entered into between User and Service Provider regarding MatagordaCountyAbstract.com. User is granted a non-exclusive, non-transferable, limited license to access MatagordaCountyAbstract.com's data bases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. User is licensed to use data made available on MatagordaCountyAbstract.com ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of research and related work. Certain Features are licensed subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under User's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by User in the regular course of its research and work. User may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts. User may, on an occasional basis and via MatagordaCountyAbstract.com functionality, request Service Provider to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by User is prohibited, except as provided otherwise herein.**

### B. Limitations

**User may not copy, download, scrape, store, publish, transmit, retransmit, distribute, transfer, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Service Provider's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in User's work product. User shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.**

### C. Rights in Data

**Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of the Service Provider and other contributors ("Contributors").**

#### **D. Additional Terms**

**Certain Features are governed by terms and conditions, including charges, which are different from those set forth in this Agreement ("Additional Terms"). User should review Additional Terms online at [MatagordaCountyAbstract.com](http://MatagordaCountyAbstract.com). Additional Terms may be modified effective immediately upon posting on [MatagordaCountyAbstract.com](http://MatagordaCountyAbstract.com) by Service Provider. Use of Features governed by Additional Terms by User expressly obligates User to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.**

### **6. SERVICE PROVIDER'S PROPRIETARY DATA**

**User may, via Service Provider's functionality, request Service Provider to transmit Service Provider-proprietary documents (i.e., documents not licensed from third parties) in electronic format to internal user(s) of User, or to a third party who is an individual, if such third party agrees not to further disseminate such documents. User acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom User transmits Service Provider-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by User is prohibited, except as provided herein. Service Provider further grants a non-exclusive, non-transferable, limited license to individual users within User's entities, to store and use Service Provider-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of User's work product, with access limited to those internal users actively working on the project. The Service Provider's proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the User Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a databases accessible to external users is prohibited. Service Provider further grants to User a limited, non-exclusive, non-transferable license to include Service Provider-proprietary Downloaded Data in documents prepared for public record recording in an electronic format. Distribution or dissemination of such Service Provider-proprietary Downloaded Data in connection with or as part of such electronic public record recording is limited to User or its representatives. Any further distribution is prohibited without written permission of Service Provider. Service Provider-proprietary Downloaded Data included in any such electronic public record recording, must retain Service Provider copyright notices, if any, and must indicate that the use, distribution and/or dissemination of Service Provider-proprietary Downloaded Data is with the express permission of Service Provider.**

### **7. CONTENT AND PROPERTY RIGHT PROTECTIONS**

The content available through the Service Provider is the property of the Service Provider or its licensors and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. User agrees that all content accessed through the Service Provider is the sole property of the Service Provider. User understands and agrees that the information in, or derived from Service Provider, including communications, photos, video, graphics and other material may not be copied, republished, redistributed, transmitted, altered, edited or exploited in any manner for any purpose, without notice to Service Provider and the prior express written permission of Service Provider. Service Provider neither warrants nor represents that User's use of materials displayed on MatagordaCountyAbstract.com will not infringe rights of third parties not owned by or affiliated with Service Provider.

## **8. ACCURACY**

While Service Provider uses reasonable efforts to include accurate and up to date information in MatagordaCountyAbstract.com, Service Provider makes no warranties or representations as to its accuracy. Service Provider assumes no liability or responsibility for any errors or omissions in the content of MatagordaCountyAbstract.com. Service Provider will not be responsible to User for any loss suffered by User, any of User's business affiliates, or any other party.

## **9. USER NAME AND PASSWORD**

User shall be the only authorized user of the Service Provider service through the User Name and Password.

## **10. TRADEMARKS**

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on MatagordaCountyAbstract.com are Trademarks of the Service Provider and others. Nothing contained on MatagordaCountyAbstract.com should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Trademark displayed on MatagordaCountyAbstract.com without the written permission of Service Provider or such third party that may own the Trademarks displayed on MatagordaCountyAbstract.com. The use of the Trademarks displayed on MatagordaCountyAbstract.com, or any other content on the site, except as provided in this Agreement, is strictly prohibited. User is also advised that Service Provider will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

## **11. TRANSMISSIONS TO SITE**

Any communication or material transmitted to MatagordaCountyAbstract.com by electronic mail or otherwise, including any data, questions, comments, or suggestions will be treated as non-confidential and nonproprietary. Anything User transmits or posts becomes the property of Service Provider or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Service Provider is free to use any ideas, concepts, know-how, or techniques

contained in any communication sent to Service Provider for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing using such information. Through usage of MatagordaCountyAbstract.com, User may submit and/or Service Provider may gather certain limited information about the User and User's web site usage. Service Provider is free to use such information for any purpose it deems appropriate, including, but not limited to: (I) creating customized web pages; (ii) marketing purposes; (iii) reporting to regulators and law enforcement agencies.

## **12. SITE LINKS**

Service Provider has not reviewed any or all of the sites linked to MatagordaCountyAbstract.com and is not responsible for the content of any off-site pages or any other sites linked to MatagordaCountyAbstract.com. Users linking to MatagordaCountyAbstract.com from off-site pages or other sites, is solely at User's own risk and is done without the permission of Service Provider, express or implied.

## **13. INFORMATION RETRIEVAL TECHNIQUES**

Retrieving information by any automated means or by any other method of accessing or using the Features, Data and/or services provided on MatagordaCountyAbstract.com, other than through the methods provided on MatagordaCountyAbstract.com, are expressly and specifically prohibited. The following are examples of prohibited actions, without prior written consent of Service Provider. However, such are not intended to represent the entirety of prohibited actions, but only representative examples: (1) screen scraping text data; (2) pulling images from MatagordaCountyAbstract.com (in any format) to avoid the charges; and (3) framing of MatagordaCountyAbstract.com by another site.

## **14. LIMITATIONS OF LIABILITY AND WARRANTIES**

**EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, MATAGORDACOUNTYABSTRACT.COM, TOGETHER WITH ANY FEATURES AND/OR DATA RELATED THERETO, ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. USER'S EXCLUSIVE REMEDY AND SERVICE PROVIDER'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO MATAGORDACOUNTYABSTRACT.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT, NEGLIGENCE OR EQUITY, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE PROVIDER'S CHARGES PAID BY USER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) OR MATAGORDACOUNTYABSTRACT.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S), DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL SERVICE PROVIDER, ITS AFFILIATES**

**AND/OR CONTRIBUTORS BE LIABLE TO USER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (I) USER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY SERVICE PROVIDER, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY USER IN RELIANCE UPON DATA; (II) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO USER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, MATAGORDACOUNTYABSTRACT.COM, IT'S FEATURES AND/OR DATA, EVEN IF SERVICE PROVIDER, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (III) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, SERVICE PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER TO USER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER SERVICE PROVIDER NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO MATAGORDACOUNTYABSTRACT.COM WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. USER ACKNOWLEDGES THAT PROVISION OF MATAGORDACOUNTYABSTRACT.COM ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.**

#### **15. ORIGINAL SOURCE DISCLAIMER**

**The original source of the content of the image and/or data collections available on MatagordaCountyAbstract.com is the appropriate government office responsible for this information, whether purchased directly from the government office or a third party provider of such data. The government offices, third party data providers, and Service Provider bear no responsibility for the integrity or accuracy of the data contained, either in its form initially provided or due to any documentation manipulation or reformatting of data that may occur. The use of trademarks, logos or any other identification of government offices or third party data providers does not imply that such party supports or endorses any use made by Service Provider of data provided or of any other activity of Service Provider.**

#### **16. TERMINATION**

**User agrees that Service Provider may, in our sole discretion, terminate or suspend your access to all or part of MatagordaCountyAbstract.com for any reason, including, without limitation: (i) breach of this Agreement or any subsequent modifications; or, (ii) attempted assignment of your membership by User. Any suspected fraudulent, abusive or illegal activity is grounds for termination of User membership and may be referred to appropriate law enforcement authorities or governmental regulatory body. Service Provider shall not be liable to User or any third party for any claims related to User termination from Service Provider.**

#### **17. CANCELLATION/REFUND POLICY**

**There is no ongoing service charge in-connection with access to MatagordaCountyAbstract.com. You may exit a transaction at any time. You will only be charged for actions completed. If you are charged erroneously for any services, you may contact Service Provider at “billing@MatagordaCountyAbstract.com,” by calling 979-245-6321 or by writing to Service Provider at Bay City Abstract, 2021 Ave. G, Bay City, Texas 77414 to obtain a refund. Refund of erroneous charges may only be requested within 30-days immediately following the date of such transaction.**

## **18. GENERAL PROVISIONS & CONSTRUCTION OF AGREEMENT**

### **A. Assignment**

**This Agreement is not assignable by User.**

### **B. Counterparts**

**This Agreement may be accepted electronically in as many counterparts as may be required and it shall not be necessary that the signature of, or in behalf of, any party appear on any electronically accepted counterpart.**

### **C. Severability**

**If any one or more of the terms of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason, each and all of the remaining terms of this Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.**

### **D. Headings**

**The subject headings of the paragraphs and subparagraphs of this Agreement are included for the purpose of convenience only, and shall not affect the construction or interpretation of any of their provisions.**

### **E. Construction**

**Any ambiguities in this agreement shall be construed in favor of Service Provider.**

### **F. Capitalization**

**Generally, defined terms in this agreement begin with a capital letter. However, where the context requires, a term which is not capitalized may also be construed as a defined term.**

### **G. Time of the Essence**

**Time shall be of the essence with respect to each and every term of this Agreement.**

**H. Tense**

**Where the context requires, the singular shall include the plural and the plural shall include the singular.**

**I. General Terms**

**The use of specific terms shall not be construed to limit the construction or meaning of general terms.**

**J. Entire Agreement**

**This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings or agreements. This Agreement shall not be amended or modified except by a subsequent written Agreement posted to MatagordaCountyAbstract.com by Service Provider or by separate written agreement executed by Service Provider.**

**K. Attorney Fees**

**If Service Provider shall institute an action against a User, agent and/or business affiliate of User, for breach of this Agreement, Service Provider shall be entitled to collect from User, agent and/or business affiliate of User, all charges, expenses, fees, court costs and actual attorney fees incurred by Service Provider in connection therewith.**

**L. Governing Law and Venue**

**To the extent necessary, all aspects of this Agreement shall be construed, enforced, and governed according to and by the laws of the State of Texas. Any and all legal actions regarding this Agreement shall be brought in the District Court of Matagorda County, Texas.**

**M. No Third Party Beneficiary**

**This Agreement is for the sole benefit of Service Provider and the User, and shall not be construed or deemed to be made for the benefit of any third party or parties. NOTWITHSTANDING, FOR PURPOSES OF THE USER'S OBLIGATIONS, GOVERNING LAW, JURISDICTION, VENUE, DISCLAIMERS, LIMITATIONS OF LIABILITY, WARRANTIES AND REMEDIES HEREUNDER, THE TERM SERVICE PROVIDER SHALL ALSO BE DEEMED TO MEAN THIRD PARTY PROVIDERS OF FEATURES, DATA AND SERVICES USED OR ACCESSED BY THE USER THROUGH MATAGORDACOUNTYABSTRACT.COM.**



**N. Waiver and Future Compliance**

**A waiver of any provision of this Agreement by Service Provider shall not be construed to be a waiver of compliance of User with any provision of this Agreement in the future, whether it pertains to the same or another such provision.**

**N. General Law Compliance**

**User agrees to comply with all federal, state and local laws applicable to: (i) the use of the Site; and, (ii) the use of the data and/or materials obtained from MatagordaCountyAbstract.com in any transaction or transactions where the data or materials are used.**

**O. Limitation of Claims**

**Except for claims relating to the improper use of MatagordaCountyAbstract.com, its Features and/or Data, no claim, regardless of form, which in any way arises out of this Agreement, may be made or shall be brought more than one year after the transaction or occurrence comprising the basis for such claim either becomes known to the party desiring to assert it, or should have been discovered by such party upon reasonable inquiry.**

**P. Ideas and Concepts**

**Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that User provides to Service Provider regarding MatagordaCountyAbstract.com, its Features and/or Data, shall become the exclusive property of Service Provider and may be used for its business purposes in its sole discretion, without any payment, accounting, remuneration or attribution to User.**

**Q. Term and Termination**

**This Agreement will become effective when User clicks on "I Agree." User may terminate this Agreement upon thirty (30) days prior written notice to the Service Provider. Service Provider may terminate this Agreement immediately upon giving written notice of termination to User.**

**R. Force Majeure**

**If Service Provider's performance under this Agreement is subject to interruption and/or delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like, User shall have no recourse against Service Provider other than to terminate this Agreement and be entitled to a pro-rata return of monies**

**paid for services of Service Provider that are incapable of performance due to such force majeure event.**

**S. Notices**

**All notices permitted or required to be given under this Agreement shall be in writing, addressed as shown below, and may be: (i) personally delivered; or, (ii) delivered by express courier service; or, (iii) mailed by certified or registered United States Mail. The effective date of notice shall be: (i) the date of delivery, for personal or express courier deliveries {which date of delivery may be evidenced by a receipt signed by an officer of the company being noticed}; (ii) the date shown on the “return card” for certified or registered mail if delivery is by certified or registered mail. Said notices shall be addressed as follows:**

**Matagorda County Abstract and Title Co.  
2021 Avenue G  
Bay City, TX 77414**

**If you have any additional questions other than support, you can contact us at: Email: [billing@MatagordaCountyAbstract.com](mailto:billing@MatagordaCountyAbstract.com)**

**Matagorda County Abstract and Title Company  
All Rights Reserved**