

Please complete and mail to us

P.O. Box 16428 • Tallahassee, FL 32317 • Phone: 877.eCounty or 877.326.8689

Subscription Agreement

Subscriber Information

Subscriber's Account Number _____

Mailing Address

Organization _____

Contact Name _____

Telephone _____

Address _____

City/State/Zip _____

Email _____

Fax _____

Billing Address (if different From Mailing Address)

Organization _____

Contact Name _____

Telephone _____

Address _____

City/State/Zip _____

Email _____

Fax _____

Username Assignments

Up to five names may be assigned to basic subscription (\$120.00 per year).

Office use only

Name	Email	UN	PW

Additional Usernames

Additional usernames may be added to your basic subscription (\$10.00 per additional user per year).

Office use only

Name	Email	UN	PW

Billing Options

For further details, please refer to Terms & Conditions.

Basic Subscription (up to five user names) \$ 120.00
Additional Users _____ @ \$10.00 \$ _____
Total Payment \$ _____

Check No. _____

1. Monthly Invoice/Check

Please attach check or money order with subscription. Please make checks payable to MyFloridaCounty.

• Primary focus of your organization _____
(used only for classification purposes)

• Professional/Trade Association Affiliations _____
(used to identify members of associations with which MyFloridaCounty has a partnership agreement)

• How did you hear about us? _____

Authorized Signature

I have read and agree to the Terms and Conditions of this Subscription Agreement.

Signature _____ Date _____

Printed Name _____ Title _____

MyFloridaCounty Service Agreement

The Customer and MyFloridaCounty wish to contract for the provision of services from MyFloridaCounty.com to Customer as per the Terms and Conditions below. MyFloridaCounty provides on-line access, from Customer's terminals, to a number of databases with related services and transactions. Customer wishes to use the services made available by MyFloridaCounty. MyFloridaCounty is a service of The FACC Services Group.

Customer acknowledges that MyFloridaCounty provides electronic access to records and facilitates transactions. These records and transactions are also available directly from government agencies in non-electronic formats.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which MyFloridaCounty will provide services to Customer.

2. MyFloridaCounty reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion of any such service.

3. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. MyFloridaCounty shall be entitled to announce, on-line or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

4. Conditions of Use

a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by MyFloridaCounty in its sole discretion.

b) ID/Account Numbers: MyFloridaCounty will issue to the Customer a requested number of ID/account numbers. Customer is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations; MyFloridaCounty shall not be responsible for these responsibilities of Customer. Customer is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Customer.

c) Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through MyFloridaCounty.

5. Payment

a) Invoices for all services rendered will be prepared by MyFloridaCounty and provided by MyFloridaCounty either online or by mail. Rates shall be in accordance with current MyFloridaCounty rate schedule. Terms of invoice payment shall be net twenty (20) days.

b) In addition to the rates contained herein, Customer shall pay MyFloridaCounty for all sales, use, and excise taxes incurred by MyFloridaCounty in providing services to Customer.

c) Past dues invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

6. Limitation of Liability

a) The remedies set forth in this Agreement are exclusive and in no event shall MyFloridaCounty, its directors, officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.

b) Customer agrees that MyFloridaCounty will not be liable for any claim or demand of any nature or kind whether asserted against MyFloridaCounty or against Customer by any third party, arising out of the services or materials provided or use of the same; Customer agrees to indemnify and hold MyFloridaCounty harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.

c) MyFloridaCounty shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.

d) No action or suit, regardless of form, other than an action for payments due MyFloridaCounty, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) MyFloridaCounty, The FACC Services Group, local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on MyFloridaCounty shall at no time be liable for any errors in, or omissions from, information available on MyFloridaCounty.

7. Warranty

a) MyFloridaCounty makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While MyFloridaCounty and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.

b) Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through MyFloridaCounty.

8. Rate Changes

a) Rates are as set forth in the MyFloridaCounty Service Agreement and are established by the advisory group of MyFloridaCounty in its sole discretion. Such rates may change as the advisory group decides.

b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations

Under no circumstances may Customer, or any other party acting by or through Customer or using Customer's ID/account numbers, use data received from or through MyFloridaCounty in any way except in full and complete compliance with all applicable laws.

10. Tradename/Trademark

Customer agrees that it will not use the trademark "MyFloridaCounty", "MyFloridaCounty.com", or the names or means of identifying any of MyFloridaCounty's services in any fashion unless specifically authorized to do so in writing by MyFloridaCounty. Customer agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Customer by MyFloridaCounty.

11. General Conditions

- a) **Waiver:** The waiver, modification, or failure to insist on any of these terms or conditions one or more times by MyFloridaCounty shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of MyFloridaCounty's right to performance of any such term or terms in the future.
- b) **Severability:** If any provision or part of the Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
- c) **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Florida as such laws are applied to contracts made and to be performed entirely in Florida, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Florida and in no other jurisdiction.
- d) **Assignment:** This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. MyFloridaCounty may assign this Agreement and/or the payments due to MyFloridaCounty without notice to or requirement for Customer's permission or approval.
- e) **Direct Deposit (ACH) Option** shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.

12. The MyFloridaCounty Network is managed by the Florida Association of Court Clerks and Comptroller.

End of Agreement

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