

Colorado Interactive Registration Agreement Terms and Conditions

The Monthly account holder and Colorado Interactive, the Portal Manager for *Colorado.gov*, contract for the provision of services from *Colorado.gov* to Monthly account holder as per the Terms and Conditions below. Colorado Interactive provides on-line access, from terminals or personal computers, to a number of *Colorado.gov* databases with related services. Monthly account holder wishes to use the services made available by Colorado Interactive through *Colorado.gov*.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which Colorado Interactive will provide services to Monthly account holder.
2. Colorado Interactive reserves the right to withdraw any service without consulting Monthly account holder prior to withdrawing such service and shall have no liability whatsoever to Monthly account holder in connection with deletion of any such service.
3. Monthly account holder acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Monthly account holder by Colorado Interactive, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Monthly account holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Monthly account holder'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 Colorado Interactive in its sole discretion.
 - b. ID/Account Numbers: Colorado Interactive will issue to the Monthly account holder a maximum of 10 ID/account numbers per annual fee. Monthly account holder is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her 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. Monthly account holder is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Monthly account holder.
 - c. Access: Monthly account holder is solely responsible for the selection and procurement of any equipment and communication lines.
 - d. Copyright and Ownership of Information: Monthly account holder agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through Colorado Interactive and *Colorado.gov* services.
 - e. Use of information: Monthly account holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through Colorado Interactive. Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Colorado Interactive.
 - f. Registration and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly account holder to have access to those services.
 - g. It is the sole responsibility of the Monthly account holder to notify Colorado Interactive in writing of any and all terminations as it relates to Users with access to the account. Once notified, it will then become the responsibility of Colorado Interactive to remove said User's access to the account.
5. Payment
 - a. Invoices for all services rendered will be prepared by Colorado Interactive and provided by Colorado Interactive to Monthly account holder. Rates shall be in accordance with the current *Colorado.gov* rate schedule. Terms of invoice payment shall be net twenty (20) days. Invoices left unpaid after the net term shall be Past Due.

- b. In addition to the rates contained herein, Monthly account holder shall pay Colorado Interactive for all sales, use, and excise taxes incurred by Colorado Interactive in providing services to Monthly account holder if applicable. Colorado Interactive makes no representations as to the liability or exemption from liability of the Monthly account holder to any tax imposed by any governmental entity.
 - c. Past due 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. Monthly account holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
 - d. Payment Options: (Monthly account holder selects one)
 - i. *Auto Check Option* – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly registration fees out of checking account monthly.
 - ii. *Monthly Invoice* - Colorado Interactive bills monthly account holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly registration fees.
 - iii. *Credit Card Option*- Credit Card Company automatically pays the amount of usage and filing fees, including any annual, monthly, or quarterly registration fees, upon presentment of statement of charges electronically by billing service for Colorado Interactive.
 - e. Default: An account is in default if it is past due for 60 days or if Monthly account holder should declare a bankruptcy or insolvency. In the event of default, Colorado Interactive may, at its sole option, block the Monthly account holder from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Colorado Interactive from exercising this option at any other time or degree of delinquency.
6. Limitation of Liability
- a. The remedies set forth in this Agreement are exclusive and in no event shall Colorado Interactive, 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 Monthly account holder for the services in connection with which a claim of liability is asserted or imposed.
 - b. Monthly account holder agrees that Colorado Interactive will not be liable for any claim or demand of any nature or kind whether asserted against Colorado Interactive or against Monthly account holder by any third party, arising out of the services or materials provided or their use; Monthly account holder agrees to indemnify and hold Colorado Interactive harmless from claims of third parties arising out of the Monthly account holder's use of the services or materials provided pursuant to this Agreement.
 - c. Colorado Interactive shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.
 - d. No action or suit, regardless of form, other than an action for payments due Colorado Interactive, 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. Colorado Interactive, the State of Colorado, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Colorado.gov or through Colorado Interactive shall at no time be liable for any errors in or omissions from information available on Colorado.gov or through Colorado Interactive
7. Warranty
- a. Colorado Interactive makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Colorado Interactive and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
 - b. Monthly account holder 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 Colorado Interactive
8. Rate/Fee Changes
- a. Rates/Fees are as set forth in the Monthly Account Service Agreement insert and are established by Colorado Interactive in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)
 - b. The parties may enter into a fixed-term agreement setting forth a set rate/fee for a specified term. Any such agreement will be evidenced and detailed in writing.
9. Renewals
- User accounts renew annually automatically on the last day of their anniversary month unless Colorado Interactive is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary

date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.

10. Limitations

- a. Under no circumstances may Monthly account holder, or any other party acting by or through Monthly account holder or using Monthly account holder's ID/account number(s), use data received from or through Colorado Interactive or *Colorado.gov* in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- b. Monthly account holder specifically recognizes and affirms that he, or any other party acting by or through Monthly account holder or using Monthly account holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
- c. Monthly account holder understands that his Colorado Interactive or *Colorado.gov* service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.
- d. Monthly account holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly account holder by Colorado Interactive or through *Colorado.gov*.
- e. Monthly account holder acknowledges that records of its access to for-fee Services will be maintained by Colorado Interactive and are subject to audit and examination for compliance with applicable limitations on use.

11. Trade Name / Trademark

Monthly account holder agrees that he/she will not use the trademarks "Colorado Interactive" or "*Colorado.gov*" or any of *Colorado.gov*'s or Colorado Interactive services identified in any fashion unless specifically authorized to do so in writing by Colorado Interactive.

12. General

- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by Colorado Interactive on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of Colorado Interactive's right to performance of any such term or terms.
- c. 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.
- d. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado as such laws are applied to contracts made and to be performed entirely in Colorado, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Colorado and in no other jurisdiction.
- e. Assignment: This Agreement is not assignable or transferable by Monthly account holder and any attempted assignment or transfer shall be null and void and of no force or effect. Colorado Interactive may assign this Agreement and/or the payments due to Colorado Interactive without notice to or requirement for Monthly account holder's permission or approval.

13. Colorado Interactive LLC, a Colorado limited liability company, manages *Colorado.gov* and the day-to-day operations and activities of the portal under one or more contracts with the State of Colorado.