Ocean County Clerk's Office Submitter Profile for Level - II

Company Information	
Company Name	
Address Line-1	
Address Line – 2	
City	
State	
Zip	
Contact Information	
Last Name	
First Name	
Phone Number	
Scanner Hardware Information	
Scanner Location/Office	
Manufacturer Name	
Model Name	
Description	
PC Confi2uration	
Manufacturer	
Model Description	
Operating System	• Windows 7
	• Windows 8.1
	• Windows 10
Which interface do you intend	Website/Electronic Submission

Confidential Page No: I

to use?	
Which method do you want to adopt?	Scan/Upload
Scan	
Upload (Please explain your	
scan process)	
What is the archival process	
of original documents?	
Are you working for other	YES / NO
companies?	
If you choose YES please	
provide Company(s) Name	
and Address:	

Document Summary Management System (DSMS): Terms of Use and Notices

Last Updated: June 2004

1. AGREEMENT

This is an agreement ("Agreement") between you, County of Monmouth, a County of the State of New Jersey ("Licensed County") County, the respective applicable Counties of the State of New Jersey sublicensed to access and to accept document submissions through the Portal ("Sublicensed Counties") and Sunrise Systems, Inc. ("Company"). This Agreement governs your use of Document Summary Management System software and/or its related products, services and websites (collectively referred to as "DSMS"). All use of DSMS is subject to the terms and conditions ("Terms") of this Agreement, provided however, that additional and/or other terms of use may and/or shall apply with respect to the DSMS website ("Portal") licensed, hosted and operated by Licensed County, as specified on the Portal. Any use of such web pages constitutes the user's agreement to abide by the respective and applicable Terms. You represent that you are at least 18 years of age and have attained the age of majority in the province, state or country in which you reside, and any information that you submit is correct. LICENSED COUNTY, SUBLICENSED COUNTIES AND **CONDITIONED COMPANY** OFFER **DSMS** ON YOUR **ACCEPTANCE** WITHOUT MODIFICATION OF TIDS AGREEMENT. YOUR USE OF THE CONSTITUTES YOUR ACCEPTANCE OF **TIDS** AGREEMENT. DSMS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY AND AN EXCLUSIVE REMEDY WITH LIMITATIONS. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BARGAIN.

NOTICE: This site is maintained by the Licensed County Government and is protected by various provisions of Title 18 of the U.S. Code. Violations of Title 18 are subject to criminal prosecution in a federal court. For site security purposes, as well as to ensure that this service remains available to all users, we use software programs to monitor traffic and to identify unauthorized attempts to upload or change information or otherwise cause damage. In the event of authorized law enforcement investigations and pursuant to any required legal process, information from these sources may be used to help identify an individual.

DISCLAIMER OF LIABILITY: Licensed County, Sublicensed Counties and Company do not warrant or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed.

2. HOW LICENSED COUNTY, SUBLICENSED COUNTIES AND COMPANY MAY MODIFY THIS AGREEMENT

Licensed County, Sublicensed Counties and Company reserve the right to change the terms, conditions, and notices under which they offer the DSMS, including any charges associated with the use of the DSMS. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on DSMS Portal. Your continued use of the DSMS after the effective date of such changes constitutes your acceptance of and agreement to such changes.

3. ADDITIONAL TERMS

Any DSMS product, feature or web site may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of DSMS, including without limitation, particular features or offers. If any terms contained in this Agreement conflict with any terms contained within a DSMS product, feature or web site, then the terms in this Agreement shall control.

4. ELECTRONIC COMMUNICATIONS

When you visit the DSMS Portal or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All information and data inputted or submitted into DSMS Portal by authorized and licensed users and licensees ("User Content" or "Submission") shall be owned by and deemed the property of Licensed County or the respective applicable Sublicensed Counties.

Company owns the title, copyright, and other intellectual property rights in DSMS. DSMS is licensed, not sold. DSMS is protected by copyright and other intellectual property laws and treaties. Company retains all proprietary rights to the DSMS.

The DSMS may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Company. You will not disassemble, decompile, or reverse engineer DSMS.

Copyright © 2002-04 Sunrise Systems, Inc.

All rights reserved.

6. RESTRICTED LICENSE AND SITE ACCESS

Licensed County, Sublicensed Counties and Company grants you a limited license to access and make personal use of this site, subject to the Terms. DSMS and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of Company.

You will not use DSMS in any way that is unlawful, or harms Licensed County, Sublicensed Counties, Company, its affiliates, resellers, distributors, service providers and/or suppliers (collectively referred to as "Affiliates") or any customer of Company or Affiliates. Licensed County, Sublicensed Counties and/or Company may tell you about certain specific harmful uses in a code of conduct or other notices available through DSMS, but have no obligation to do so. You may not use the DSMS in any way that breaches any law, code of conduct, policy or other notice applicable to the DSMS. Without limiting the generality of this section, you may not use DSMS in any manner that could damage, disable, overburden, or impair DSMS (or the network(s) to which DSMS is connected) or interfere with any other party's use of DSMS.

You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of Company and/or its affiliates without the express written consent of Company. You may not use any meta tags or any other "hidden text" utilizing Company's name or Marks without the express written consent of Company. Any unauthorized use terminates all licenses

granted by Licensed County, Sublicensed Counties and Company, and shall subject the violator to civil damages and criminal prosecution.

7. INFORMATION OR MATERIALS SUBMITTED OR PROVIDED BY USERS; COMMUNICATIONS MONITORING

For User data or information you submit or otherwise provide to DSMS (a "Submission"), you grant Licensed County and/or Sublicensed Counties permission to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your Submission, each in connection with the DSMS, and (2) sublicense these rights, to the maximum extent permitted by applicable law. You will not be paid for your Submission. For each Submission, you represent that the information is true and accurate, and that you have all rights necessary for you to make the grants in this section. To the maximum extent permitted by applicable law, Licensed County and/or Sublicensed Counties may monitor your e-mail, or other electronic communications and may disclose such information in the event it has a good faith reason to believe it is necessary for purposes of ensuring your compliance with this Agreement, and protecting the rights, property, and interests of Licensed County, Sublicensed Counties and/or Company.

Licensed County, Sublicensed Counties and Company do not warrant or guarantee the accuracy or timeliness of any information submitted or made available by its Users. Licensed County, Sublicensed Counties and Company do not authorize the use of information available from DSMS, for any purpose other than the limited use expressly permitted under this Agreement, and prohibit to the maximum extent allowable, the resale, redistribution, and use of this information for commercial purposes.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; AND EXCLUSIVE REMEDY

DSMS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LICENSED COUNTY, SUBLICENSED COUNTIES AND COMPANY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF DSMS, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON DSMS. YOU EXPRESSLY AGREE THAT YOUR USE OF DSMS IS AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSED COUNTY, SUBLICENSED COUNTIES AND COMPANY DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION (1)**WARRANTIES** OR **CONDITIONS** MERCHANTABILITY, **FITNESS PARTICULAR FOR** Α PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF DSMS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE WARRANTIES THAT EXTEND BEYOND THE FACE OF AGREEMENT.

THE DSMS PORTAL FEATURES AND FUNCTIONS MAY CHANGE IN ANY WAY, AT ANY TIME AND FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT LICENSED COUNTY, SUBLICENSED COUNTIES AND COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE. INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT LICENSED COUNTY, SUBLICENSED COUNTIES COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF DSMS, (2) ANY INCOMPATIBILITY BETWEEN DSMS AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR ANY COMPLETING **TRANSMISSIONS** OR **TRANSACTIONS** IN CONNECTION WITH DSMS IN AN ACCURATE OR TIMELY MANNER, OR (4) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM THIRD PARTIES THOUGH LINKS CONTAINED ON DSMS SITES. NO EVENT WILL LICENSED COUNTY, SUBLICENSED COUNTIES AND/OR COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF DSMS, EVEN IF LICENSED COUNTY, SUBLICENSED COUNTIES OR COMPANY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH DSMS, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST LICENSED COUNTY, SUBLICENSED COUNTIES OR COMPANY WITH RESPECT TO THIS AGREEMENT OR DSMS, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING DSMS.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. 9. TERMINATION; ACCESS RESTRICTION

Licensed County, Sublicensed Counties or Company may terminate or suspend your access to the DSMS at any time, with or without cause, with or without notice. Upon such termination or suspension, your right to use DSMS will immediately cease. UPON

Confidential Page No:6

SUCH TERMINATION OR SUSPENSION, ANY INFORMATION YOU HAVE STORED ON THE DSMS SITES MAY NOT BE RETRIEVED LATER.

10. APPLICABLE LAWS

This web site can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of New Jersey, by accessing this web site you agree that the statutes and laws of the state of New Jersey, without regard to the conflicts of laws principles thereof, will apply to all matters relating to use of this web site.

You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey and the United States District Court for the District of New Jersey with respect to such matters. There is no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

11. GENERAL TERMS.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in DSMS. Except as expressly stated herein, this Agreement constitutes the entire agreement between you, Licensed County, Sublicensed Counties and Company with respect to DSMS and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you, Licensed County, Sublicensed Counties and/or Company or its Affiliates with respect to DSMS. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

12. LINKS TO EXTERNAL SITES

The DSMS and related web sites contain links to external, third-party web sites and software. The linked sites are not under the control of Company, and Company is not responsible for the contents or transactions of any linked site or any link contained in a linked site. Company is providing these links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site or its products or services by Company.

Company does not operate or control the information, products and/or services found on any external sites. Nor does Company represent or endorse the accuracy or reliability of any information, products and/or services provided on or through any external sites, including, without limitation, warranties of any kind, either express or implied, warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose. Users assume complete responsibility and risk in their use of any external sites. As Company is not responsible for the availability of these outside resources, or their contents, users should direct any concerns regarding any external link to its site administrator or Webmaster or the appropriate party.

13. YOU HAVE LIMITED TIME TO BRING YOUR CLAIM

ALL PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE DSMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Signature

Title

Date

Please send completed form to:

Ocean County Clerk's Office

PO BOX 2191

Toms River, NJ 08754 Attn: Patricia Misura Phone: (732) 929-4764

Email: pmisura@co.ocean.nj.us CC: dcimmello@co.ocean.nj.us

kduffield@co.ocean.nj.us