



OFFICE OF THE SECRETARY OF STATE

UCC ONLINE SUBSCRIPTION FORM

Terms and Conditions

The Subscriber and The Office of Secretary of State (SOS) agree to contract for certain aspects of the Uniform Commercial Code (UCC) database which are Option 1: Search or Option 2: Search, File, and Tickler provided by the SOS as per the Terms and Conditions stated below.

1. This agreement sets forth the terms and conditions under which SOS will provide services to the subscriber.
2. **Term:** SOS reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any service. Subscriber may terminate this agreement at any time by written notice to the SOS.
3. Subscriber acknowledges that he/she has read the 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 the Subscriber by SOS constitute the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided in this paragraph. In the event subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete the terms and conditions in this Agreement.
4. **Condition of Use**
 - A. **Hours and Service:** Service will be provided on a non-guaranteed basis twenty-four/seven (24/7). This will exclude time used for scheduled maintenance as designated by SOS in its sole discretion.
 - B. **User ID and Passwords:** SOS will issue to the Subscriber user ID and Passwords. Subscriber is responsible for preserving the secrecy of their user ID and password. Subscriber is liable for any and all charges for services to their ID/account passwords whether or not authorized by Subscriber.
 - C. **Copyright and Ownership of Information:** Subscriber agrees to comply with any copyright notices or other services, databases, or other information provided through SOS's services.
5. **Payment by Subscriber:** Subscriber will establish a Prepaid Account Deposit (PAD) account. The Subscriber need not establish a new PAD account if one is on file with SOS. Account balances must be maintained to guarantee delivery of the database files. A balance of your account is provided with each receipt.
6. **Limitation of Liability**
 - A. The remedies set forth in this agreement are exclusive and in no event shall SOS, its administrators or its 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 year by Subscriber for the service in connection with which a claim of liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered may experience problems of various kinds resulting in an inability to provide services.
 - B. Subscriber agrees that SOS will not be liable for any claim or demand of any nature or kind whether asserted against SOS or against Subscriber by any third party, arising out of the services or materials provided for their use. Subscriber agrees to hold SOS harmless for claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
 - C. SOS 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, including problems with or delays caused by its database or other providers.
 - D. No action or suit, regardless of form, other than an action for payments due SOS, arising out of the transactions pursuant to this Agreement may be brought more than one year after the cause of the action accrues.



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E. The Office of Secretary of State shall at no time be liable for any errors or omissions for information available on any electronic program operated by SOS.

7. **Warranty**

- A. SOS makes no warranties express or implied, including, but not limited to the implied warranties of merchantability and fitness for any particular purpose. While SOS and its providers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy is made or implied.
- B. Subscribers warrant 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 SOS.

8. **Limitations:** Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's user ID or password, use data received from or through SOS in any way except in full and complete compliance with all applicable laws.

9. **Tradesman/Trademark:** Subscriber agrees that he/she will not use the trademark "Dakota Fast File 2" or "DFF 2" unless specifically authorized to do so in writing by the Secretary of State.

10. **General**

- A. **Waiver:** The waiver, modification, or failure to insist by SOS 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 SOS's right to performance of any such term or terms.
- 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 South Dakota, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction located in Hughes County, South Dakota and in no other jurisdiction.
- D. **Assignment:** This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect.



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The following form must be submitted and approved by the South Dakota Secretary of State's Office before the Subscriber can access the UCC Online Services.

Select if you need a New PAD Account created:

Name of Company _____ PAD Acct Number _____

Mailing Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone Number _____ Email Address _____

Please check the option:

Search Only - \$300.00 annual fee

Access to: unlimited searching of database,
UCC-2 certified searches and copy requests.

Full Access - \$450.00 annual fee

Access to: Search, File (UCC and EFS documents)
and Tickler (document tracking).

Registered Buyer: Federal regulation (Packers & Stockyards, Food Security Act of 1985, Section 1324) requires the Secretary of State's Office to maintain a list of South Dakota Registered Buyers. These are all buyers of farm products, commission merchants and selling agents who register with the Secretary of State. **If you are a Registered Buyer of crop and livestock, you are required to check the box below:**

I am a Registered Buyer of: (please choose one)

Livestock

Crops

Both

By signing this form, the subscriber agrees to use the Uniform Commercial Code (UCC) Online system terms and agreements and the information describing the limitation for use of information accessed through this system. Subscriber is responsible for managing user information and authorizing user access privileges for each individual that will access this account.

Authorized Signature _____ Title _____ Date _____

Email Address _____ Phone Number _____

Payment **must** be remitted with this form before the user can access the UCC Online Services. Indicate your payment preference below:

Print form and mail to
Secretary of State with a
check.

Request Secretary of
State to withdraw
payment from **prepaid**
PAD Account.

Call Secretary of State
Office with **credit**
card payment
information.

Email form to sos.ucc@state.sd.us

500 EAST CAPITOL AVENUE, PIERRE, SD 57501-5070 | TELEPHONE: (605) 773-3537 | FAX: (605) 773-4550

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