

City Of Windsor External Tax Inquiry (ETI) System

As per the City of Windsor <u>User Fee Schedule</u>, the fee for this service is charged per tax account. Each search is valid for a 30 day calendar period before additional charges apply.

Finance Department and Information Technology Department Corporation of the City of Windsor

Web Access Agreement Information

WHEREAS:

- 1. The Corporation of the City of Windsor (the "City") maintains records respecting the property taxes for every property located within the City of Windsor (the "Information")
- 2. The User's occupation involves the purchase, sale and/or financing of lands within the City of Windsor
- 3. From time to time, the User requires the Information in order to properly perform the function of its occupation in respect of the purchase, sale and/or financing of lands in the City of Windsor
- 4. The City has established a means of allowing the User to access the Information over the internet for a fee (the "System") and
- 5. Use of the System to obtain the Information carries with it certain responsibilities respecting the appropriate use of the Information.

NOW THEREFORE this Agreement witnesses that in consideration of the terms, conditions and covenants contained herein, the parties agree as follows:

- 1. Upon request, the City shall provide to the User an account and user ID to permit the User to access the Information over the System.
- 2. The City shall levy a fee against the User for use of the System, which fee shall be in the discretion of the City and shall be subject to change from time to time.
- 3. The User shall pay to the City any and all fees assess against it by the City for use of the system within thirty (30) days of the billing date.
- 4. Failure to pay any outstanding amounts may result in termination of the User's access to the System, and the City shall maintain the right to collect all sums owing from the User including unpaid interest charges.

- 5. Interest shall be levied on all over due accounts at a rate of two percent (2%) compounded monthly.
- 6. The City shall not be responsible to the User for any unavailability of the system or other technical failures of the System.
- 7. The User acknowledges that ETI is an automated self servicing system and as such assumes all liability for the protection of password and user information and any and all account access. The City of Windsor will assume no liability for billings to the user as a result of misuse of the system or account access by anyone other than the user.
- 8. The User acknowledges that the information as provided on the system is done as a courtesy for information purposes only, and is not a substitute for a signed Tax Certificate issued by the Municipality and further acknowledges that the City shall not be liable for inaccurate information received from the System.
- 9. The User acknowledges that the information provided on the System is intended for the professional use of the User and the authorized staff of the User only and is being provided by the City on this basis. The sale, unauthorized sharing or other misuse of the information shall result in the immediate revocation of the User's access to use the System.
- 10. The City retains the discretion to terminate or deny any User's access to the System at any time and shall bear no liability for doing so.
- 11. The recitals hereto are true and form part of this Agreement.