

original or unaltered document or instrument in the office of the recorder. This may include access to information through a Public Access Terminal.

6.5(7) Procedures For PII Not Redacted On A County Web Site. A County Recorder shall establish a procedure by which individuals may request that personally identifiable information contained in an electronic document displayed on a County web site be redacted, at no fee to the requesting individual.

ESS – 6.6 Document Deletion.

(Iowa Code Section 331.603; 331.604, 3(a); 331.606, 4; 331.606A)

6.6(1) Request For Document Deletion. An individual or County Recorder may request that a document be deleted from the Electronic Services System. ESS personnel may consider the request when all the following conditions are true:

- a. The person requesting the deletion can demonstrate that the record has been permanently removed from the archive of the county in which the document was recorded, and
- b. The document was removed from the county archive under the direction of a court order.

6.6(2) Disposition Of Document Deletion Requests. An individual or County Recorder who has made a request to delete a document will be notified of the disposition of the request. If a request is denied, the individual or County Recorder will be informed of the reason for the denial.

ESS – 6.7 Image Restriction Requests.

(Iowa Code Section 331.603; 331.604, 3(a); 331.606, 4; 331.606A)

6.7(1) Request For Image Restriction. An individual may request that public access to certain document images be restricted. ESS personnel may consider the request when all of the following conditions are true:

- a. The person requesting the restriction is a named party in the document or documents, and
- b. The request is made in writing and documents the conditions which cause the person requesting the restriction to believe that there is a credible risk to their physical safety and well-being, and
- c. The risk is confirmed in writing by an authorized Iowa law enforcement official. Authorized law enforcement officials include a City Chief of Police, County Sheriff, County Attorney, or a designated administrative official of a State of Iowa Law Enforcement agency.

6.7(2) Form of Image Restriction Request. An individual requesting the restriction of document images shall provide all of the following information for each document.

- a. The name of the party reference in the document including contact information (name, mailing address, phone number, and e-mail address).
- b. The name of the County in which the document has been recorded.
- c. The document reference number assigned to the document by the County. There are various formats used by different counties. In some cases the reference number is a book and page number.
- d. The date on which the document was recorded.
- e. The reason for requesting the restriction of public access to the document.

Requests to restrict documents without the required specific document information will not be considered. All requests must be submitted in writing. Written requests may be delivered to the primary office of the Electronic Services System at 8711 Windsor Parkway, Suite 2, Johnston, IA, 50131. Written requests may also be submitted via e-mail to support@clris.com with the subject “Document Restriction Request”.

6.7(3) Disposition Of Image Restriction Requests. An individual who has made a request that public access to certain document images be restricted will be notified of the disposition of the request. If a request is denied, the individual will be informed of the reason for the denial.

6.7(4) No Restriction Of Index Information. Information about documents which is used to index and reference information filed with the Office of the County Recorder shall not be restricted.

6.7(5) Removal Image Restriction. ESS will remove restrictions on access to document images when any of the following conditions exist.

- a. The individual requesting the restriction of document images rescinds the request in writing.
- b. ESS determines, at its sole discretion, that the risk to the physical safety and well-being of the requesting individual no longer exists.

New Sections 6.6 (1-2) adopted 12.9.15

New Sections 6.7 (1-5) adopted 8.9.16

Chapter 7 Terms of Use and Privacy Policies

ESS – 7.1 Definitions.

(Iowa Code Section 331.604, 3(a))

As used in this Chapter:

Abandoned Documents – Any number of associated E-Submission documents within an E-Submission group which have not been submitted or completed within 30 days after the creation of the E-Submission group.

Internet Protocol Address (IP address) – A numerical label assigned to each device (e.g., computer, printer) participating in a computer network that uses the Internet Protocol for communication.

Iowa Land Records Portal – The county land record information web site for searching and retrieving information about recorded documents and related services. The web site address is <http://iowalandrecords.org/portal>.

Iowa Land Records E-Submission Service – The county land record information web site for submitting documents to Iowa counties for recording. The web site address is <https://iowalandrecords.org/esubmission>.

Site Administrator – The Electronic Services System Project Manager, or a designated employee of the Iowa County Recorders Association working in service to the Electronic Services System.

Section 7.1 revised 10.10.12.

Section 7.1 revised 11.14.12.

ESS – 7.2 Authority and Purpose.

(Iowa Code Section 331.604, 3(a))

7.2(1) The Electronic Services System (ESS) is required to implement electronic recording in each county, and to maintain a statewide internet web site to provide electronic access to records and information. In order to ensure the successful operation of the county land record information system and to fulfill the requirements of Iowa law concerning the handling of personally identifiable information, it is necessary to establish and publish appropriate Terms of Use and Privacy policies. These policies apply to all persons and organizations that access information or engage in electronic recording activities at web sites published by the Electronic Services System and the county land record information system.

ESS – 7.3 Iowa Land Records Portal Terms of Use.

(Iowa Code Section 331.604, 3(a))

Terms of Use - Disclaimer

The information contained herein is provided as a service to the public for informational purposes only and no representation is made as to its accuracy or fitness for any particular purpose. The Iowa Land Records system, or the County Land Record Information System, is not intended to replace a search of the official records maintained in by the office of the County Recorder. The Electronic Services System and its agents hereby disclaim any and all liability from or related to the use of the information contained in the Iowa Land Records system, or the County Land Record Information System. Under Iowa law, the Electronic Services System is the sole owner of its compiled and developed information. None of the materials contained on this site or any part thereof, including any information, products and/or software related to the materials, may be compiled, bundled, grouped, reproduced, shared, transmitted, transcribed, stored in a retrieval system, or translated into any language in any form by any means without the express written permission of the Electronic Services System. Users of this site are granted a limited license to access the materials made available on this site. No user or any other party is permitted to sell, share, transfer, loan, license or market the materials or to engage in any similar transaction related to the materials contained on this site to any extent under any circumstances. The Electronic Services System provides any and all materials and other information and/or software distributed on this site “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Electronic Services System be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Electronic Services System may revise the Terms of Use of its site from time to time without notices other than posting on its site.

The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Electronic Services System shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this website.

As a registered user or unregistered user of iowalandrecords.org/portal and related extensions, you acknowledge and agree that any reliance on or use by you of any information available on this website shall be entirely at your own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from

the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

If you are a registered user of the Iowa Land Records system at iowalandrecords.org/portal, you shall maintain accurate user account information concerning your identity including your first and last name, company name if applicable, occupation, mailing address, e-mail address and telephone number. If the user account information is not maintained or if the information is inaccurate, or if your user account is deemed inactive by a Site Administrator, your user account(s) will be deactivated and you will no longer be permitted to access detailed information about documents posted at iowalandrecords.org/portal.

If you are a registered user of the Iowa Land Records system at iowalandrecords.org/portal, you acknowledge and agree that e-mail is an acceptable means of communication with you, and you agree to accept e-mails from either iowalandrecords.org or clris.com and shall not block e-mails originating from these sources. Newsletters and service announcements are delivered through a recognized third-party service provider - exacttarget.com, and communications from this source shall also be accepted.

If you wish to participate in a web conference or other event hosted by the Iowa Land Records system, you shall provide accurate information concerning your identity including but not limited to your first and last name. If the information is not accurate or if the information is incomplete (such as providing a first name only), then you will not be permitted to have access to the conference or event.

The Iowa Land Records newsletter and other communications distributed by e-mail will comply with the requirements of the CAN-SPAM Act, and you may submit a request to "opt-out" of the e-mail distribution list. However, if you submit an opt-out request to Iowa Land Records concerning any newsletter, service announcement or other communication distributed via e-mail, or if we are unable to communicate with you via e-mail for any reason, your user account(s) will be deactivated and you will no longer be permitted to access detailed information about documents posted at iowalandrecords.org/portal. If you have a question or comment about this policy, please send an inquiry by email to support@clris.com.

No Unlawful or Prohibited Use

As a condition of your use of the iowalandrecords.org/portal and related extensions (site), you will not use the site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the site in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of the site. The maximum number of document details and/or document images which may be viewed or downloaded by an individual user shall not exceed 120 documents per

day, except when authorized by a site administrator. Permission to view more than 120 documents per day may be granted to known, trusted registered users on a case by case basis. Such permission may be revoked by a site administrator for any reason.

You may not attempt to gain unauthorized access to the site, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the services or information provided, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the site. Access to the site through an IP address located outside of the United States is prohibited except when authorized by a site administrator. Permission for access through foreign IP addresses may be granted to known, trusted registered users on a case by case basis. Such permission may be revoked by a site administrator for any reason. Illegal and/or unauthorized uses of the site, including, but not limited to, unauthorized framing of or linking to the site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

If you violate these Terms of Use, the Electronic Services System may terminate your use of the Site, bar you from future use of the Site and/or take appropriate legal action against you. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Use. Any and all litigation or actions commenced in connection with this agreement, including after expiration or termination of this agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

Historical Index and Images

The Iowa Land Record indexes have been replicated from the official indexes in each county. The Iowa Land Record images have been replicated from the official image systems in each county. In some cases, the indexes and images have been modified to comply with standards established by the Electronic Services System including standards for document types, a standard format for party names, and a standard document image format. The County Recorder indexes and images are the official indexes and images in any and all cases where there is an inconsistency.

As provided in Section 331.606A (Iowa Code), Iowa Land Records and the Electronic Services System have implemented a system for redacting personally identifiable information from document images. "Personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name:

- (1) Social security number.
- (2) Checking, savings, or share account number, credit, debit, or charge card number.

Driver license information is also being redacted from document images.

Every reasonable measure is taken to redact personally identifiable information from document images before they are posted for public access through Iowa Land Records. However, no redaction system has been shown to be completely accurate. Because it is possible that some personally identifiable information may be unintentionally visible in a document image, all users of the site have the responsibility to help protect the privacy of persons whose records may be displayed.

Any personally identifiable information which may be found on any image posted on this web site is considered to be confidential. In the event that you discover any personally identifiable information posted on the Iowa Land Records system, as a condition for being a user of the site, you have the responsibility to immediately notify Iowa Land Records so that the information can be restricted or redacted. Additionally, each user of the site is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found. Personally identifiable information may be reported by using the “PII button” located on a search results page on the site, or by sending a message to support@clris.com.”

Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in this material may or may not be registered trademarks or copyrights of their respective companies.

Links to External Sites

Iowa Land Records includes links to web sites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other sites and is not responsible for the contents of any site outside of the iowalandrecords.org domain, any domain contained in a linked site, or any changes or updates to such sites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

The Iowa Land Records website is configured to operate with various web browsers including Microsoft Edge, Firefox and Google Chrome. Users should send an inquiry by email to support@clris.com concerning any compatibility issues with web browsers. Internet Explorer is not recommended. Users are advised to install the most recent updates to Adobe Acrobat Reader.

Copyright Notice

Copyright © [date] Electronic Services System, 8711 Windsor Parkway Suite 2, Johnston, IA 50131.

Any and all rights not expressly granted herein are reserved in their entirety. If you have a question or comment concerning this web site, please send an inquiry by email to support@clris.com.

Section 7.3 revised 10.10.12.

Section 7.3 revised 4.10.13.

Section 7.3 revised 11.8.18.

ESS – 7.4 Iowa Land Records Portal Privacy Policy.

(Iowa Code Section 331.604, 3(a))

Privacy Notice

Iowa Land Records knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly. This notice describes our privacy policy. By visiting Iowa Land Records (iowalandrecords.org or related sites), you are accepting the practices described in this Privacy Notice.

What Personal Information About Registered Users and Customers Does Iowa Land Records Gather?

The information we learn from customers helps us personalize and continually improve your experience at Iowa Land Records. Here are the types of information we gather.

- **Information You Give Us:** We receive and store any information you enter on the Site or give us in any other way. You provide most such information when you register. You can choose not to provide certain information, but then you might not be able to take advantage of many features of the Site. We use the information that you provide for such purposes as responding to your requests, customizing future services for you, communicating with you, and generally monitoring the use of the web site and system. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform. During some visits we may use software tools such as JavaScript to measure and collect session information, including information about search activities.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use

"cookies," and we obtain certain types of information when your Web browser accesses Iowa Land Records.

- **E-mail Communications:** To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from Iowa Land Records if your computer supports such capabilities.
- **Information from Other Sources:** We might receive information about you from other sources and add it to our account information. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties which we use to correct our records, or credit history information from credit bureaus, which we may use to help prevent and detect fraud.

Does Iowa Land Records Share the Information It Receives?

Information about our registered users and customers is important to us, and we are not in the business of selling it to others. We share customer information only as described below.

- **Agents:** We employ other companies, organizations and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit/debit card payments, and providing customer service. They have access to customer and user information needed to perform their functions, but may not use it for other purposes.
- **Protection of Iowa Land Records and Others:** We release account and other customer and user information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of Iowa Land Records, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers or users for commercial purposes in violation of the commitments set forth in this Privacy Notice.
- **With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

How Secure Is Information About Me? We work to protect the security of your information. It is important for you to protect against unauthorized access to your

password and to your computer. Be sure to sign off when finished using a shared computer.

Which Information Can I Access?

Iowa Land Records gives you access to a range of information about your account and your interactions with Iowa Land Records for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do I Have?

As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of some Iowa Land Records features. You can add or update certain information about your account. When you update information, we may keep a copy of the prior version for our records.

Terms of Use, Notices, and Revisions

If you choose to visit Iowa Land Records, your visit and any dispute over privacy is subject to this Notice and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the laws of the State of Iowa. If you have any concern about privacy at Iowa Land Records, please contact us with a thorough description, and we will try to resolve it.

Our activities and services change constantly, and our Privacy Notice and the Terms of Use will change also. We may e-mail periodic reminders of our notices and conditions, but you should check the Site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Privacy Policy Scope

This Privacy Notice addresses the handing of information about registered users and customers of the Iowa Land Records portal (iowalandrecords.org and related Sites). These policies do not address privacy issues concerning personally identifiable information which may be embedded within document images. See Section 331.606A (Iowa Code). Polices relating to personally identifiable information are incorporated within the Terms of Use section..

Section 7.4 revised 11.8.18.

ESS – 7.5 Iowa Land Records E-Submission Service Terms of Use.

(Iowa Code Section 331.604, 3(a))

Terms of Use

Each registered organization and user represents and warrants that he/she agrees that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each registered organization and user agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction. Organizations and users agree that a County Recorder or other designee may correct any index information submitted which may be in error or which may require clarification. Organizations and users agree that the Iowa Land Records E-Submission Service or a Site Administrator may modify the format or scale of a scanned or rendered electronic document, without altering the content of the electronic document, in order to conform to standards established by the Electronic Services System. Organizations and users agree that a County Recorder or a Site Administrator may delete or otherwise remove Abandoned Documents from the Iowa Land Records Electronic Submission Service. Organizations and users agree that they are responsible for assuring that documents submitted through the Iowa Land Records Electronic Submission Service are valid and comply with all requirements for recording. Organizations and users accept and agree to make payment of due and proper recording and related online service fees through the payment services system specified by the Iowa Land Records Electronic Submission Service, and further agree that the Iowa Land Records Electronic Submission Service may suspend services for failure to make payment or to maintain current payment information as required.

A registered organization or user, when acting as a Surveyor Company or Surveyor as defined in Section 3.1, shall comply with the minimum standards for property surveys as described in Section 193C, Chapter 11 of the Iowa Administrative Code, and with the code of professional conduct as described in Section 193C, Chapter 8 of the Iowa Administrative Code. A Surveyor Company or Surveyor shall, when submitting corner certificates or surveys and plats as electronic documents for recording, comply with the requirements for surveys and plats as specified in Section 3.13 (6-7) of the ESS Policies and Procedures, and with the electronic document formatting requirements specified in Section 5.4 of the ESS Policies and Procedures. Additionally, a registered organization or user acting as a Surveyor Company or Surveyor shall ensure that any survey or plat has been reviewed and approved by any city or county jurisdiction, when such review and approval is required, prior to submitting the survey or plat through the Iowa Land Records E-Submission Service.

Each participating county and county recorder represents and warrants that he/she agrees that the user identification and authentication procedures implemented by

the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each participating county and county recorder agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction.

The Electronic Services System provides any and all materials and other information and/or software distributed on this site "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Electronic Services System be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Electronic Services System may revise the terms of use of its site from time to time without notice other than posting on its site. The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Electronic Services System shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this website.

As a registered user of the Iowa Land Records E-Submission Service at iowalandrecords.org/esubmission, you acknowledge and agree that any reliance on or use by you of any information available on this website shall be entirely at your own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

No Unlawful or Prohibited Use

As a condition of your use of the Iowa Land Records E-Submission Service, you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Iowa Land Records E-Submission Service in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain

any materials or information through any means not intentionally made available through the Services. Illegal and/or unauthorized uses of the Site, including, but not limited to, unauthorized framing of or linking to the Site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. If you violate these Terms of Use, Electronic Services System may terminate your use of the Site, bar you from future use of the Site and/or take appropriate legal action against you. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Use. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in this material may or may not be registered trademarks or copyrights of their respective companies.

Links to External Sites

Iowa Land Records includes links to web sites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other sites and is not responsible for the contents of any site outside of the Iowa Land Records E-Submission Service (iowalandrecords.org) or any domain contained in a linked site, or any changes or updates to such sites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

Copyright Notice

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For more information send an inquiry by email to support@clris.com. Any and all rights not expressly granted herein are reserved in their entirety. Contact support@clris.com if you have any questions or problems with this site.

Section 7.5 revised 10.10.12.

Section 7.5 revised 11.14.12.

Section 7.5 revised 8.9.16.

Section 7.4 revised 11.8.18.

ESS – 7.6 Iowa Land Records E-Submission Service Privacy Policy.

(Iowa Code Section 331.604, 3(a))

Privacy Notice

The Iowa Land Records E-Submission Service knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly. This notice describes our privacy policy. By using the Iowa Land Records E-Submission Service, you are accepting the practices described in this Privacy Notice.

What Personal Information About Customers Does the Iowa Land Records E-Submission Service Gather? The information we learn from customers helps us personalize and continually improve services. Here are the types of information we gather.

- **Information You Give Us:** We receive and store any information you enter on our Web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future services for you, and communicating with you.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your Web browser accesses the Iowa Land Records E-Submission Service.
- **E-mail Communications:** To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the Iowa Land Records E-Submission Service if your computer supports such capabilities.
- **Information from Other Sources:** We might receive information about you from other sources and add it to our account information.

Does Iowa Land Records Share the Information It Receives? Information about our customers is important to us, and we are not in the business of selling it to others. We share customer information only as described below.

- **Agents:** We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

- **Protection of the Iowa Land Records E-Submission Service and Others:** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of the Iowa Land Records E-Submission Service, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Privacy Notice.
- **With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

How Secure Is Information About Me? We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last four digits of your credit card numbers when confirming account activity. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

Which Information Can I Access? The Iowa Land Records E-Submission Service gives you access to a broad range of information about your account and your interactions with the Iowa Land Records E-Submission Service for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do I Have? As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of some the Iowa Land Records E-Submission Service features. You can add or update certain information about your account. When you update information, we usually keep a copy of the prior version for our records.

Terms of Use, Notices, and Revisions. If you choose to use the Iowa Land Records E-Submission Service, your activity and any dispute over privacy is subject to this Notice and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the law of the State of Iowa. If you have any concern about privacy at the Iowa Land Records E-Submission Service, please contact us with a thorough description, and we will try to resolve it.

Our activities and services change constantly, and our Privacy Notice and the Terms of Use will change also. We may e-mail periodic reminders of our notices and conditions, but you should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all

information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Information You Give Us. You provide most such information when you register, set up a payment account, or communicate with customer service. For example, you provide information when you communicate with us by phone or e-mail, or when you complete a questionnaire. As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; e-mail addresses; and financial information.

Automatic Information. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform; and account history. During some visits we may use software tools such as JavaScript to measure and collect session information, including transaction activities.

Information from Other Sources. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties, which we use to correct our records; account information, purchase information, and credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

Information You Can Access. Examples of information you can access easily at the Iowa Land Records E-Submission Service include up-to-date information regarding recent account activity; and personally identifiable information (including name, e-mail, password; payment settings (including credit card information and account balances)).

Section 7.6 revised 11.8.18.

Chapter 8 Policy and Procedures Compliance

ESS – 8.1 Definitions.

(Iowa Code Section 331.604, 3(a))

As used in this Chapter:

County – A political subdivision of the State of Iowa as defined in Chapter 331 of the Iowa Code.

County Official – An official defined in Section 331.101 of the Iowa Code including an Auditor, Board, Clerk, County Attorney, Recorder, Sheriff, Supervisor or Treasurer.

ESS – 8.2 Authority and Purpose.

(Iowa Code Section 331.604, 3(a))

8.2(1) As specified in Chapter 1.2, each county shall participate in the county land record information system, and shall comply with the policies and procedures established by the ICRA Executive Board or the ESS Coordinating Committee. All policies and procedures adopted herein shall apply to all Counties, County officials and staff, and to any third party service providers engaged in activities affecting the operations of the Electronic Services System and the county land record information system.

ESS – 8.3 County Notification.

(Iowa Code Section 331.604, 3(a))

8.3(1) It is the intent of the ICRA Executive Board and the ESS Coordinating Committee to secure the voluntary participation of each County in the Electronic Services System and the county land record information. To the extent possible the ICRA Executive Board and the ESS Coordinating Committee shall seek ways to cooperate and collaborate with a County or County Official to address any issues which may be preventing or inhibiting compliance with any policy or procedure. However, if a County or County Official is purposefully or willfully failing to comply with a policy or procedure, then the Electronic Services System and the county land record information shall take appropriate progressive action to secure compliance by the County or County Official.

8.3(2) When there is an indication that a County or County Official is not in compliance with a policy or procedure established by the ICRA Executive Board or the ESS Coordinating Committee as published herein, then the ICRA Executive Board or the ESS Coordinating Committee shall initiate communications with the County or County official to review the issue and to

explore ways to secure voluntary and timely compliance. Any efforts to secure voluntary compliance shall be documented.

8.3(3) If a County or County Official is not compliant with a policy or procedure following efforts to secure voluntary compliance, then the ICRA Executive Board or the ESS Coordinating Committee shall provide written notice to the County including the County Official, the Board of Supervisors, and the County Attorney. The County or County Official shall within thirty days either comply with the policy or provide a plan for compliance with a specific schedule of action steps.

8.3(4) If a County or County Official fails to comply with a policy or procedure within thirty days of the written notice, or if a County or County Official does not respond to a written notice within the thirty day period, then the ICRA Executive Board or the ESS Coordinating Committee may take one or more of the following actions at their discretion.

- File action in District Court seeking a judicial declaratory ruling to require compliance with the policy or procedure.
- File a Report of Nonfelonious Misconduct in Office with the County Attorney under Section 721.2 of the Iowa Code, or with the Attorney General if applicable.
- Notify the public of the willful or habitual neglect or refusal to perform the duties of the office on the part of the County or County Official, and advise the public of their right to petition under Sections 66.1A and 66.3 of the Iowa Code.
- File an action in mandamus against officials for failing to comply with policies, procedures or state law.

Chapter 9
County Project Assessment Cost Sharing Program

ESS – 9.1 Definitions.

(Iowa Code Section 331.604)

As used in this Chapter:

County E-Submission Ratio – The total number of electronic documents recorded by a county through the county land record information system in a calendar year divided by the total number of complete documents transferred by a county to the county land record information system in the same calendar year as determined by the ESS Coordinating Committee.

County Project Assessment Cost Share Basis – The Project Assessment Cost Share Basis divided by the number of counties which are deemed to be eligible for participation in the County Project Assessment Cost Sharing Program as determined by the ESS Coordinating Committee.

County Variance – The County E-Submission Ratio minus the Statewide E-Submission Ratio.

Local Service Provider Maintenance Costs – The costs associated with services provided by local electronic indexing and imaging service providers to maintain and support the Recorder’s Association Transfer Module which is used to transfer information between a County and the Electronic Services System

Percent of County Variance – The County Variance divided by the Statewide E-Submission Ratio.

Project Assessment Cost Share Adjustment – The Percent of County Variance multiplied by the County Project Assessment Cost Sharing Basis.

Project Assessment Cost Share Amount – The sum of the Project Assessment Cost Share Adjustment and the County Project Assessment Cost Sharing Basis.

Project Assessment Cost Share Basis – The portion of the net income earned from the Electronic Recording Convenience Fee which is allocated by the ESS Coordinating Committee to the County Project Assessment Cost Sharing Program.

Statewide E-Submission Ratio – The total number of electronic documents recorded through the county land record information system in a calendar year divided by the total number of complete documents transferred to the county land record information system in the same calendar year as determined by the ESS Coordinating Committee.

ESS – 9.2 Authority and Purpose.

(Iowa Code Section 331.604)

9.2(1) The Electronic Services System has the responsibility to develop, implement, and maintain a statewide internet website for purposes of providing electronic access to records and information and to implement electronic recording and electronic transactions in each County. The operation of the county land record information system requires the engagement of local indexing and imaging service providers. Those service providers require compensation for their services, and new sources of revenue are required to provide for that compensation. One source of revenue is the Electronic Recording Convenience Fee as provided in Section 1.5(2). The purpose of this Chapter is create a mechanism to encourage more organizations to electronically file and to secure additional revenue from the Electronic Recording Convenience Fee, a portion of which may be used to help participating counties compensate local service providers.

ESS – 9.3 County Project Assessment Cost Sharing Program.

(Iowa Code Section 331.604)

9.3(1) County Project Assessment Cost Sharing Program. For the fiscal year beginning July 1, 2014 and for subsequent fiscal years, a Local Service provider Maintenance Cost Sharing Program is established. The purpose of the program is to reduce the amount of County Project Assessments which are levied by the ESS Coordinating Committee to a County for expenses associated with Local Service Provider Maintenance Costs, and to provide an incentive for Counties to encourage customers to file documents electronically.

9.3(2) Funding For Cost Sharing Program. Upon the completion of each calendar year the ESS Coordinating Committee shall determine the amount of net income earned from the Electronic Recording Convenience Fee, after deducting the expenses associated with the activities specified in Section 1.5(2-2) lettered paragraphs a through d and lettered paragraphs f through h. The ESS Coordinating Committee shall also ensure that a sufficient Revolving Fund Cash Flow Balance is maintained as provided in Section 1.5(2-2) lettered paragraph e. If the ESS Coordinating Committee determines that sufficient net income has been earned from the Electronic Recording Convenience Fee, then a portion of the net income may be allocated by the ESS Coordinating Committee to the County Project Assessment Cost Sharing Program.

9.3(3) Eligibility For Cost Sharing Program. The eligibility of a County to participate in the County Project Assessment Cost Sharing Program shall be based on the County's compliance with the ESS Policies and Procedures including but not limited to policies relating to the completeness and timeliness of the transfer of land record information to the Electronic Services system, and the timely processing of electronic documents submitted to the County. The ESS

Coordinating Committee shall annually determine eligibility for participation in the County Project Assessment Cost Sharing Program.

9.3(4) County Distribution of Cost Sharing Program Funds. Prior to the annual issuance of invoices for County Project Assessments associated with local service provider maintenance activities, the ESS Coordinating Committee shall determine the Project Assessment Cost Share Amount for each County. The applicable Project Assessment Cost Share Amount shall be provided to each County as a credit toward the amount due as specified in the County Project Assessment invoice.

The distribution of Cost Sharing Program Funds under this program shall not exceed the amount allocated to the Program by the ESS Coordinating Committee, and the amount distributed to any individual County shall not exceed the total annual cost of maintenance services provided by local indexing and imaging vendors to the County.

New Chapter 9 adopted 2.12.14.