



# *South Dakota Secretary of State*

## Business and/or UCC Database Subscription

### Terms and Conditions

The Subscriber and The Office of Secretary of State (SOS) agree to contract for the Uniform Commercial Code and/or the Business Filings database 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. 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.
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. 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.



# South Dakota Secretary of State

## Business and/or UCC Database Subscription

### Business and UCC Database Subscription Form

South Dakota Secretary of State's (SOS) office provides a Database download for the Business and Uniform Commercial Code (UCC) records. Subscriber wishing to use the service made available by the South Dakota Secretary of State will need to complete this form. Monthly and Weekly Business and UCC Database downloads are available in a Zip format and are posted on a password protected website. Full Database purchases will be posted to an FTP website for retrieval and instructions emailed.

The following form must be filled out. The information provided must be approved by the South Dakota Secretary of State's Office before the subscriber will be given access to the Business and UCC Databases.

A Pre-Paid Account Deposit (PAD) will be established once you have been approved. SOS will provide you with a guide on how to download the list and your payment will be deducted directly from the PAD account. The fees for accessing the Business and UCC Databases are not prorated and are non-refundable.

Please enter your institution's name, address and contact information for the Business and UCC Databases. In order to access the Business and UCC Databases you will need to complete the form and remit the proper amount to our office to become a Subscriber.

Select if you need a New PAD Account created:

Name of the Company			PAD Acct Number
Street Address	City	State	ZIP+4
Mailing Address, if Different from Street Address	City	State	ZIP+4

Contact information for the individual responsible for accessing the download:

First Name	MI	Last Name
Phone Number	Email Address	

Additional individuals/email addresses to receive the download:

Name	Email Address
Name	Email Address
Name	Email Address



# South Dakota Secretary of State

## Business and/or UCC Database Subscription

**Database Purchasing Options (UCC or Business):** The download is posted on the website on the first Sunday of the month for the monthly download and every Sunday for the weekly download (with exceptions). Payments will be required from your PAD account prior to the download. Please indicate if you would like the Business download, UCC download or both. Then choose if you want to receive the information on a weekly or monthly basis.

\*\*The initial set up fee is \$1,500.00 and includes a copy of the Full Database. Updates start at beginning of the following period depending on subscription selection.

Business Filings Download		UCC Download	
Full Database Purchase	\$1,500.00	Full Database Purchase	\$1,500.00
Full Database – Monthly	\$850.00	Full Database – Monthly	\$850.00
Monthly Update	\$750.00	Monthly Update	\$750.00
Weekly Update	\$250.00	Weekly Update	\$250.00
Monthly New Entity Listing	\$250.00	UCC Bulk Images – Weekly	\$175.00
Monthly DBA/Fictitious Name Listing	\$500.00		

By signing this form the subscriber agrees to Business and UCC Database 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.

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Authorized Signature	Title	Date
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Email Address	Phone Number
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The initial payment **must** be remitted with this form before the user can access the Business Filing or UCC Database Services. Indicate your payment preference below:

Or Submit to:

South Dakota Secretary of State  
 Business Services UCC Division  
 500 E. Capitol Avenue  
 Pierre, SD 57501

Email: [sos.ucc@state.sd.us](mailto:sos.ucc@state.sd.us)  
 Phone: (605)773-4422  
 Fax: (605)773-4550

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

Request Secretary of State to withdraw payment from prepaid **PAD Account**. *\*Please ensure adequate funds have been deposited.\**

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