

# Terms and Conditions of Use

*Please note that this document may be updated in the future. You will be notified and must accept the revisions in order for your account to remain active.*

## Definitions

**CUSTOMER:** Any individual, group, company, municipality or organization utilizing this service.

**ENHANCED FILE TRANSFER (EFT):** EFT is used to transfer files between computers not part of the same internal network. It uses industry-standard protocols to secure and guarantee information transferred between business partners, clients, and branch offices.

**e-PLAN REVIEW SERVICE:** e-Plan Review Service allows customers to transfer development review files to/from the CITY AND COUNTY OF DENVER for review. The extent to the process/plan/document types shall be put forth in separate document(s).

## General Terms

The following "Terms and Conditions" of Use govern the use of the e-PLAN REVIEW SERVICE by the CUSTOMER. Please read these Terms and Conditions of Use carefully before submitting an application to become a CUSTOMER of this service. By applying for an account and utilizing the service, you accept these Terms and Conditions of Use. If you do not agree with the Terms and Conditions of Use do not apply for an account.

The CUSTOMER agrees to indemnify the CITY AND COUNTY OF DENVER, its Officers, Officials, and Employees and hold the CITY AND COUNTY OF DENVER, its Officers, Officials, and Employees harmless from all claims, injuries, losses, damages, costs and expenses (including without limitation, attorneys' fees) arising out of use of this service.

## Conditions of Use

Because files submitted may be altered, whether inadvertently or otherwise, the CUSTOMER is now advised to retain copies of the electronic file(s) for their own records.

The EFT service, web site and associated service documentation are solely the property of the CITY AND COUNTY OF DENVER.

All files uploaded/downloaded to the EFT site shall be restricted to business purposes only. No personal use is allowed. Any inappropriate use will result in termination of the CUSTOMER'S access of this service.

The CITY AND COUNTY OF DENVER shall not be responsible for losses of data due to any technology failure or failure from any other cause. These include, but are not limited to: 1) viruses; 2) server/web failures; 3) connection failures.

The CUSTOMER is advised to check all electronic media for computer viruses before up/downloading electronic files. The CUSTOMER is fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with the electronic files and hereby agrees to indemnify and hold the CITY AND COUNTY OF DENVER harmless from and against all claims of any type or nature.

Files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete over time. By accepting the Terms and Conditions of Use, the CUSTOMER acknowledges these risks and agrees to waive all claims against the CITY AND COUNTY OF DENVER should data erosion, erasure and/or alteration of these electronic files occur.

Any electronic files are up/downloaded via the EFT shall NOT be considered "Documents of Records," "Drawings of Record" or "Construction Documents". All documents considered "Documents of Records," "Drawings of Record" or "Construction Documents" shall be hard copy and shall be accompanied by a professional's stamp and signature. The hard copy shall be referred to and shall govern in the event of any inconsistency between the hard copy and the electronic files.

To utilize this service, CUSTOMERS must accept the above terms and future revisions.