

**TEXAS DEPARTMENT OF PUBLIC SAFETY**  
**SEX OFFENDER REGISTRATION – ONLINE**  
**IDENTIFIER DATA USER AGREEMENT**

1. This document constitutes an agreement between the Texas Department of Public Safety, hereinafter referred to as the “Department,” and an eligible commercial social networking site as defined by Code of Criminal Procedure, Art. 62.001, authorized to receive online identifiers and approved by the Department, hereinafter referred to as the “Provider.”

PROVIDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. This agreement sets forth the duties and responsibilities for the Department and the Provider.
3. The Department agrees to maintain, operate, and manage a file of sex offender registration information exported from the Texas Sex Offender Registration database for the use of the Provider.
4. The Department will assign the Provider a user account upon approval of the Provider’s online-identifier request.
5. The Department will ensure, except in extraordinary circumstances, the file will be updated twice a week. The file name will incorporate the date and time the file was created.
6. The Department or the Provider may, upon 30-days written notice, terminate this agreement. Provider correspondence regarding this agreement should be directed to:

Texas Department of Public Safety, MSC 0230  
Crime Records Service, Sex Offender Registration Unit  
PO Box 4143  
Austin, TX 78765-4143

7. The Department reserves the right to immediately terminate a Provider’s user account when the Department determines that this agreement or any applicable state or federal law, rule, regulation or policy has been violated by the Provider or by an authorized user or employee of the Provider. The Department may reinstate the user account upon receipt of satisfactory assurances that such violations have been corrected and all penalties have been fulfilled. All costs for reconnection of service are the responsibility of the Provider.

8. The Provider agrees not to use the information received under Code of Criminal Procedure, Art. 62.0061, in any manner not described by Art. 62.0061(c)(1).
9. The Provider agrees to use the information received under Code of Criminal Procedure, Art. 62.0061, only in connection with this specific commercial social networking site.
10. The Provider agrees to indemnify and save harmless, to the extent the law allows, the Department, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the Provider, its agents or employees in the exercise or enjoyment of the Agreement.
11. No financial liability will be incurred by the Department by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.
12. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
13. No modification or amendment to this agreement shall become valid unless in writing and signed by both parties.
14. This agreement constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no other verbal or written covenants, agreements, understandings, representations, warranties, or restrictions between the parties. No rights or obligations shall be implied.
15. Neither party may assign or transfer this agreement or any interest in this agreement without the written consent of the other party.
16. This agreement does not create any rights in any person or entity other than the Department and the Provider.
17. This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations hereunder are performable in Travis County, Texas.

18. By signing this agreement, Provider acknowledges that Provider has reviewed this agreement and accepted all current and future rules established by the Department in regards to the information received by the Provider under Code of Criminal Procedure Art. 62.0061.

19. The Provider may designate an agent who will be the primary point of contact to access the sex offender registration information on behalf of the Provider; however, the agreement remains between the Department and the Provider.

Please provide the following information regarding the Provider's employee who will be the primary point of contact.

Employee Name: \_\_\_\_\_

Employee Company: \_\_\_\_\_

Employee Company Address: \_\_\_\_\_  
\_\_\_\_\_

Employee Phone Number: \_\_\_\_\_

Employee Email Address: \_\_\_\_\_

This agreement will become effective on the date of the last signature to this agreement.

An employee of the Provider signing this agreement represents and warrants he/she has full and complete authority to sign this agreement.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

**PROVIDER**

By: Stu C. McCraw

By: \_\_\_\_\_

Title: Director

Title: \_\_\_\_\_

Printed Name: Stu C. McCraw

Printed Name: \_\_\_\_\_

Date: 3/23/11

Date: \_\_\_\_\_