

**ELECTRONIC RECORDING TRUSTED SUBMITTER (Company) AGREEMENT
FOR CUSTOMERS OF CSC**

THIS AGREEMENT, dated _____, is between the Register of Deeds for Greenville County, South Carolina, (“Register of Deeds”)

and _____ (“Company”) with offices at:

IN CONSIDERATION of each party’s performance of their respective obligations under the terms and conditions of this agreement, the parties agree as follows:

1. BACKGROUND AND PURPOSE OF AGREEMENT — Register of Deeds desires to offer the recording of real property documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.

2. TERMINOLOGY — For purposes of this Agreement, “Electronic Recording” is defined to be the electronically based submission of documents from Company to Register of Deeds and electronically based receipt of confirmation of recording from Register of Deeds to Company based on the level of automation and structure of the transaction and is characterized by three different levels of Electronic Recording further described in this agreement. When used in this agreement, the term Company or Company representative includes without limitation the Company itself as a legal entity and as well as a Company appointed or designated submission service provider, and all Company officers, agents, members, and employees of the Company, including those of its designated submission service provider. The term Register of Deeds shall include the elected Register of Deeds, and all deputies and employees of the elected Register of Deeds.

3. PROGRAM ELIGIBILITY — Attorneys, full service banks, mortgage bankers, title insurance companies and other trusted entities may submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the Register of Deeds and the Company. All parties of the Electronic Recording transaction shall seek to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery.

4. LEVELS OF RECORDING — Electronic Recording may be provided on the basis of three levels as mutually agreed upon by Register of Deeds and Company as follows:

Level 1 — Submitting organizations transmit scanned images of original ink signed documents to the Register of Deeds. The Register of Deeds completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2 — Submitting organizations transmit scanned images of original ink signed documents along with electronic indexing information to the Register of Deeds. The Register of Deeds performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3 — Submitting organization transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with local, state and federal legislation. The Register of Deeds performs an electronic examination of the electronic documents and indexing information then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

5. REGISTER OF DEEDS RESPONSIBILITIES — Subject to limitations set forth below, Register of Deeds shall endeavor to protect the integrity of the Electronic Recording process through ongoing monitoring of documents received and recorded through Electronic Recording. Register of Deeds shall test and maintain electronic recording software and hardware required to operate the Electronic Recording capability.

6. COMPANY RESPONSIBILITIES — Company acknowledges that Electronic Recording permits it to prepare, sign and/or transmit in electronic format documents and business records and such documents or records shall be considered as the “original” record of the transaction in substitution for, and with the same intended effect as, paper documents, and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures. Company shall ensure that only original documents are used to create the electronic documents and shall ensure that it is compliant with all Federal, State and Local legislation. Company shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that would affect the Register of Deeds’ ability to record the document and the public notice to be created thereby.

7. LIMITATIONS OF LIABILITY — Except as expressly set forth herein, neither the Company nor the Register of Deeds shall be liable to the other for any special incidental, exemplary or consequential damages arising from or as a result of any delay, omission, or error in the Electronic Recording transmission or receipt of documents.

8. TERMINATION — Any party may terminate this Agreement for any reason by providing 30 days written notice of termination.

9. MISCELLANEOUS — The section captions in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. This agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. This agreement constitutes the entire agreement between the parties and any prior written or oral agreements are without affect. This agreement expressly replaces and entirely supersedes any previous agreements between the parties, oral or written. Any addenda or amendments to this agreement must be in writing and executed by the parties.

IN WITNESS WHEREOF the parties or their duly authorized representatives have executed this agreement to be effective on the date first above written or the last date listed below, whichever occurs later, but in the event dates below are blank or incomplete, then the date first above written shall be the effective date.

Agreed and Accepted:

_____ (COMPANY)

By: _____

Title: _____

Date: _____

Phone: _____

Email: _____

In case it is necessary to contact you about a document you have submitted, please list below the primary recording contact for your company.

Primary Recording Contact:

Name: _____

Phone: _____

Email: _____

Please return this agreement in either electronic form or hard copy to the Greenville County Register of Deeds (email is preferred):

Email: sguan@greenvillecounty.org

Attn: Sophie Guan
Register of Deeds
Greenville County Square
301 University Ridge, Suite 1300
Greenville, SC 29601
Office: 864-467-7240
Fax: 864-467-7107