

THE STATE OF TEXAS

COUNTY OF HARRIS

## USER AGREEMENT

This User Agreement (“Agreement”) is entered into by and between the Chief Appraiser of the Harris County Appraisal District (the “Appraisal District”) and the Property Owner, as represented by the unique Username and Password provided by the Property Owner and maintained by the Appraisal District. This Agreement shall become effective as of the date the Property Owner electronically accepts the Agreement.

### Recitals

WHEREAS, Section 1.085 of the Texas Property Tax Code authorizes any notice, rendition, application form or completed application that is required or permitted by the Texas Property Tax Code to be delivered in an electronic format; and

WHEREAS, Section 1.085 of the Texas Property Tax Code authorizes a chief appraiser and a property owner to enter into an agreement for any notice, rendition, application form or completed application to be delivered in an electronic format;

NOW THEREFORE, for and in consideration of the mutual benefits and promises of the Chief Appraiser and the Property Owner, the sufficiency of such being hereby acknowledged, the Chief Appraiser and the Property Owner agree as follows:

### I. Definitions

**Username.** The Username shall be a name chosen by and unique to the Property Owner and used by the Property Owner to create or subsequently maintain access by the Property Owner to Protected Information at owners.hcad.org.

**Password.** The Password shall be a unique combination of letters and/or numbers and/or symbols chosen by the Property Owner and used by the Property Owner to create or subsequently maintain access by the Property Owner to Protected Information at owners.hcad.org.

**Protected Information.** Protected Information shall be information related to specific Appraisal District real and personal property accounts, the access to which is controlled and restricted, but otherwise available at owners.hcad.org.

### II. Terms, Conditions and Specifications

The Chief Appraiser and Property Owner agree that all electronic communications governed by the terms and conditions of this Agreement and between the Chief Appraiser, the Appraisal District, or the Appraisal Review Board of the Appraisal District and the Property

Owner, shall either be by and through electronic mail (email), or by and through the Appraisal District's internet website at owners.hcad.org, or by and through a combination of email and the Appraisal District's website at owners.hcad.org.

The Chief Appraiser and Property Owner agree that the types of communications that shall be governed by the terms and conditions of this Agreement are;

- Notices of appraised value under Section 25.19 of the Tax Code,
- Notices for scheduling protest hearings under Section 41.45 of the Tax Code, and
- Determinations and notifications of protests under Subsection 41.47(a) of the Tax Code.

The Chief Appraiser and Property Owner agree that the security of the communications shall be protected by a controlled and restricted access through the use of a unique Username and Password.

The Chief Appraiser and Property Owner agree that the means for confirming the delivery of any communication authorized under this Agreement to be delivered by the Chief Appraiser, the Appraisal District, or the Appraisal Review Board of the Appraisal District to the Property Owner shall be the sent email that notifies the Property Owner of the availability of the communication. The sent email shall be maintained by the Appraisal District in an archived record.

The Chief Appraiser and Property Owner agree that the means for confirming the delivery of any communication authorized under this Agreement to be delivered by the Property Owner to the Chief Appraiser, the Appraisal District, or the Appraisal Review Board of the Appraisal District, shall be by the email sent from the Appraisal District to the Property Owner that notifies the Property Owner of the receipt by the Appraisal District of the communication. The sent email shall be maintained by the Appraisal District in an archived record.

The Chief Appraiser and Property Owner agree that the receipt of any information communicated under this Agreement from the Chief Appraiser, the Appraisal District, or the Appraisal Review Board of the Appraisal District to the Property Owner shall be deemed effective and confirmed upon the sending of the email notifying the Property Owner of the availability of the communication.

The Chief Appraiser and Property Owner agree that the receipt of any information communicated under this Agreement from the Property Owner to the Chief Appraiser, the Appraisal District, or the Appraisal Review Board of the Appraisal District, shall be deemed effective and confirmed upon the sending of the email notifying the Property Owner of the receipt of the communication by the Appraisal District from the Property Owner.

The Chief Appraiser and Property Owner agree that no other confirmation of receipt shall be necessary or required under the terms of this Agreement and the Property Owner further

acknowledges and agrees as authorized by Subsections (b) and (l) of Section 1.085 of the Tax Code, to waive any delivery of notice in the manner provided by Section 1.07 of the Tax Code.

The Chief Appraiser and Property Owner agree that the electronic mail (email) address of the Property Owner shall be the email address associated with the creation of the Property Owner's user account at owners.hcad.org.

### III. Termination

This Agreement shall remain in effect unless and until the Property Owner delivers a written rescission of this Agreement to the Appraisal District.

### IV. Confidentiality

The Property Owner acknowledges that the Protected Information may contain information confidential under Section 552.149 of the Texas Government Code, and the Property Owner agrees not to disclose any such information for any purpose except as evidence or argument at the hearing on the protest for which such information was provided.

### V. Changes to Username and Email Address

The Property Owner acknowledges and agrees that any communication authorized by this Agreement and delivered by the Appraisal District to the Property Owner prior to April 1<sup>st</sup> of any calendar year, shall be considered timely delivered by the Appraisal District in the event the Property Owner changes the Property Owner's Username, Password or email address before the first April 1<sup>st</sup> that occurs following the change.

### VI. Modifications and Amendments

This Agreement may be modified or amended from time to time by the mutual consent of the Chief Appraiser and Property Owner, such mutual consent to be effective upon the acceptance by the Property Owner of the modifications or amendments in the same manner as the acceptance of the original Agreement.

### VII. Agreement by the Chief Appraiser

The Chief Appraiser of the Harris County Appraisal District represents that he is duly authorized to enter into this agreement, and accepts and agrees to the terms and conditions as stated herein, effective upon the Property Owner's electronic acceptance of this User Agreement.