

DEMOCRATIC PARTY OF WASHINGTON COUNTY WEBSITE & SOCIAL MEDIA TERMS OF SERVICE

Date of Last Revision: **February 2017**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, SOCIAL MEDIA OR MOBILE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE OR MOBILE APPLICATION.

This website or mobile application is operated by the Democratic Party of Washington County ("DPWC", "we" or "us"). These Terms of Service apply solely to your access to, and use of, the washcodems.org website operate by the DPWC and other DPWC websites, such as social media pages and mobile applications which link to these Terms of Service (the "Sites") These Terms of Service do not alter in anyway the terms or conditions of any other agreement you may have with the DPWC for products, services or otherwise.

We reserve the right to change or modify any of the terms and conditions contained in the Terms of Service or any Policy or Guidelines of the Sites at any time at our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions on the Sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the terms of service and applicable policies from time to time to understand the terms and conditions that apply to your use of the Sites.

All questions or comments about the Sites or site content should be directed to communications@washcodems.org.

1. Registration Form Tools: Accuracy of Forms, Tools and Site Information

Certain Sites may contain voter registration form tools. Our intention is to assist you by making available to you the applicable voter registration form for your state and providing an easy method for you to complete and print such form. However, you are solely responsible for properly completing the form and submitting it in a timely manner. Although we work hard to see that the forms and the information we provide on the Sites are accurate, up-to-date and complete, and that the tools we offer operate as intended, we cannot guarantee and make no representations regarding the accuracy or currency of such forms or information or the operation of our tools. Therefore, the registration form tools, the reminder feature and information, and materials on the sites are provided as is and you are solely responsible for

ensuring that the form as submitted meets all the requirements for your state and is properly submitted.

Not all fields on the registration form tools are required for each state. To find out whether a field is required for your state, you can click on the "?" next to the field. If we believe that such information is required for your state, you will be prompted to add the information before you will be able to print the form. Otherwise, the form will print without that information.

2. Mobile Communications

If you requested to receive updates or other information by mobile phone or text message, you consent to our communicating with you via your mobile device. We do not charge for the services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. At anytime, you may email communications@washcodems.org for customer support information.

3. Copy and Limited License

Unless otherwise indicated in the sites, the sites and all content and other materials on the sites, including, without limitation, DPWC's logo and all designs, text, graphics, pictures, information, data, software, tools, widgets (do you mean "widgets" or is this a typo?), sound files, other files and the selection and arrangement there of (collectively, the "Site Material") are the proprietary property of DPWC or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and the Site materials for you information, non-commercial and personal use only. Our license is subject to these Terms of Service and does not include:

- Any resale or commercial use of the Site or the Site Materials therein;
- The reproduction, distribution, public performance or public display of any Site Materials, except as expressly permitted on the Site;
- Modifying or otherwise making any derivative uses of the Sites and the Site Materials, or any portion thereof;
- Use of any data mining, robots or similar data gathering or extraction methods;
- Downloading (other than the page caching) of any portion of the Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or
- Any use of the Site or the Site Materials other than for its intended purpose.

4. Repeat Infringement Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, DPWC has adopted a policy of terminating, in appropriate circumstances as determined by the DPWC in its sole discretion, subscriber account holders who are deemed to be repeat infringers. DPWC may also at its sole discretion limit access to the Sites and/or terminate the

accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. Copyright Complaints

If you believe that anything on the Sites infringes upon any copyright which you own or control, you may file notification of such infringement with our Designated Agent as set forth below:

Name of Agent Designated to Receive Notification of Claimed Infringement:

Louise Currin

Full Address of Designated Agent to Which Notification Should be Sent:

140 NE 3rd Ave., Hillsboro, OR 97124

Telephone Number of Designated Agent: **(503) 626-7018**

E-Mail Address of Designated Agent: communications@washcodems.org

Please see 17.U.S.C.5.2(c)(3) for the requirement of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorney's' fee, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

6. Trademarks

All logos and slogans contained in the Sites are trademarks of DPWC, its suppliers or licensors, or other third parties. You may be restricted from copying, imitating or using them, in whole or in part, without the prior written permission of the DPWC or the applicable trademark holder. You may not use any meta tags or any other "hidden text" utilizing "DPWC" or any other name, trademark or product service name of DPWC without prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark or trade dress of DPWC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Sites are the property of their respective owners. Reference to any products, service, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

DPWC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party Web sites accessible by hyperlink from the Sites, or Websites linking to the Sites. Such sites are not under the control of the DPWC and DPWC is not responsible for the contents of any linked site or any link contained in a linked site,

or any review, changes or updates to such sites. DPWC provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by the DPWC of any site or information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

7. Hyperlinks

You may be restricted from using a DPWC logo or other proprietary graphic of DPWC to link to these Sites without the express written permission of DPWC. Further, you may be restricted from using, framing, or utilizing framing techniques to enclose any DPWC trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without DPWC's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of DPWC or any third party.

DPWC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party Web sites accessible by hyperlink from the Sites, or Web sites linking to the Sites. Such sites are not under the control of the DPWC and DPWC is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. DPWC provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by DPWC of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

8. Third Party Content

We may make third party information and other content available on or through the Sites (the "Third Party Content") as a service to those interested in this information and we may provide information regarding or access to third party products or services available on or through the Sites ("Third Party Products and Services"). Your business dealings or correspondences with such third parties, any any terms, conditions, warranties, or representations associated therewith, are solely between you and such third party. DPWC does not control, endorse or adopt any Third Party Content or Third Party Products, and makes no representations or warranties of any kind regarding the Third Party Content, including without limitation its accuracy or completeness. You acknowledge and agree that the DPWC is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

9. Advertisements and Promotions; Third-Party Products and Services

DPWC may run advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party organizations, products, or services on the Site. Your dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. DPWC is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-DPWC advertisers or third party information on the Site.

10. Submissions

You acknowledge and agree that any feedback, questions, comments, suggestions, ideas or other information or materials regarding the Sites of DPWC that are provided by you in the form of email or other submissions to the DPWC, or any postings on the Sites, are non-confidential and shall become the sole property of the DPWC. DPWC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and discretion of these materials for any purpose without acknowledgment or compensation to you.

11. User Content and Interactive Services or Areas.

The Sites may include interactive areas or service (“Interactive Areas”), such as Facebook pages or groups, Twitter accounts, forums, blogs, chat rooms or message boards, or other areas or service in which you or other users may create, post, share or store content, messages, materials, data, information, text, graphics, audio, video, or other items or materials on the Sites (“User Content”). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree to not to post, upload, transmit, distribute, store, create, or otherwise publish through the Sites any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, deceptive or misleading;
- User Content that would constitute, encourage or produce instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising, or solicitations;
- Private information of any third party, including, without limitation, address, home numbers, email addresses, Social Security numbers and credit card numbers;

- Viruses, corrupted data or other harmful, disruptive or destructive files; and
- User Content which violates the terms of any DPWC guidelines, policies or rules posted on the Sites or otherwise provided to you; and
- User Content that, in the sole judgement of DPWC, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose DPWC or its users to any harm or liability of any type.

DPWC takes no responsibility and assumes no liability for any User Content posted, copied or uploaded by you or any third party, or for any loss or damage thereto, nor is DPWC liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the user content or conduct rules set for in the Terms of Service is solely at DPWC's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Sites will not contain any content that is prohibited by such rules. As provider of interactive services, DPWC is not liable for any statements, representations, or User Content provided by its users in any public forum, blog or other Interactive Area. Although DPWC has no obligation to do so, it reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Sites at your sole cost and expense. Any use of the Interactive Areas or other portions of the Sites in violation of the foregoing violates these Terms of Service and may result in, among other things, termination, or suspension of your rights to use the Interactive Areas and/or the Sites.

Except as otherwise provided, you retain ownership of all User Content you post on the Sites. However, if you post User Content to the Sites, unless we indicate otherwise, you grant DPWC and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any manner or media, including without limitation as advertising, fundraising and other communications in support of DPWC and the principles of the DPWC and the Democratic party, without any right of compensation or attribution. You grant DPWC and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Sites; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms of Service and will not violate any rights of or cause injury to any person or entity.

12. Registration Data; Account Security

In consideration of your use of the Sites, you agree to:

1. Provide accurate, current and complete information about you as may be prompted by any registration forms on the Sites ("Registration Data");
2. Maintain the security of your password and identification;
3. Maintain and promptly update the Registration Data and any other information you provide to DPWC, to keep it accurate, current and complete; and
4. Accept all risks of unauthorized access to the Registration Data and any other information you provide to DPWC.

13. Indemnification

You agree to defend, indemnify and hold harmless DPWC, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fee) arising out of or related to any User Content you post, store or otherwise transmit on or through the Sites, your use of the Interactive Areas, or any act or omission relating to the Site or the User Content, including without limitation any actual or threatened suit, demand or claim made against DPWC and/or its independent contract service providers, employees, directors or consultant, arising out of or relating to the User Content, your conduct, your violation of these Terms of Service or your violation of the rights of any third party.

14. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY DPWC, THE SITES, THE SITE MATERIALS CONTAINED THEREIN AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE "SERVICES") ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DPWC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND AS TO ACCURACY OR RELIABILITY OF THE INFORMATION, CONTENT, FORMS OR OTHER SITE MATERIALS ACCESSED THROUGH THE SITE. DPWC DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SITE MATERIALS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

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LISTED PRICES FOR MERCHANDISE INCLUDE APPLICABLE SALES/USE TAX.

DPWC IS ALSO NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD PARTY ACTIVITIES OR EVENTS LISTED ON THE SITES OR THE CONDUCT OF ANY EVENT OR ACTIVITY ORGANIZERS OF OTHER USERS OF THE SITES.

DPWC reserves the right to change any and all content contained in the Sites and any Services offered through the Sites at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by DPWC.

15. Limitations of Liability

IN NO EVENT SHALL DPWC OR OUR EMPLOYEES, AGENTS OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES, THE SERVICES, THE CONTENT OR THE SITE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM DPWC, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO DPWC'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DPWC, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES OR THE SITE MATERIALS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO DPWC FOR ACCESS TO OR USE OF THE SITES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

16. Applicable Law and Venue

These Terms of Service and your use of the Sites shall be governed by and construed in accordance with the laws of the State of Oregon applicable to agreements made and to be

entirely performed within the State of Oregon, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these terms of Service shall be filed only in the state and federal courts located in the State of Oregon and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Service.

17. Termination

Notwithstanding any of these Terms of Service, DPWC reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent your future access to and use of the Sites.

18. Severability

If any provisions of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

19. Questions, Contact and Appeals Information

Questions or comments about the Sites may be directed to the DPWC webmaster at the email address webmaster@washcodems.org. General questions or comments may be directed to the DPWC Communications Committee at the email address communications@washcodems.org.

If you believe content has been inappropriately removed from the Sites, or that your license to use the Sites has been unjustly terminated or restricted, you may appeal such termination or restriction by contacting the DPWC Communications Committee at the address of communications@washcodems.org. the Communications Committee, or one of its representatives, will contact you to discuss and resolve your appeal.