

iVoteAmerica® Terms of Use

Effective Date: January 2017

This Terms of Use Agreement (“Agreement”) discloses the policies used by iVoteAmerica Network and its Network, including the use of the Network on any mobile, tablet, notebook or personal computer devices.

This Agreement, as amended from time-to-time governs the collection of information from Users (“YOU”) when you use the Network.

TERMINOLOGY

The following terms and definitions are understood and accepted as a part of this Agreement:

1. *IVOTEAMERICA NETWORK* means the Company that is the Owner of the technology, domain names, content, and functionality of the websites it launches and operates, including third-party vendors who provide services. It also means the individual or collective components comprised of the Domains owned and operated by iVoteAmerica, LLC or its assigns, agents, representatives or other legal entities.
2. *IVOTEAMERICA* means iVoteAmerica, LLC, an Arizona limited liability company.
3. *NETWORK* means one or more Internet websites that collectively are a part of the iVoteAmerica Network assets.
4. *AGREEMENT* means this Privacy Policy.
5. *DOMAIN* means a web Network Universal Resource Locator (“URL”) such as www.voteamerica.com. This includes all sub-domains, pages, content categories and all forms of message delivery.
6. *USER* means a person or group of people who individually or collectively access and view, in part or in whole any of the domains. User means “YOU” the person accessing the Network.
7. *PRIVACY POLICY* means this document, its terms and conditions for the use of the Network by a USER (“YOU”) any other person, entity or group of persons as posted and accessible online within any Domain.

FUNDAMENTAL PROVISIONS OF THE NETWORK

This document is the iVoteAmerica, LLC (“iVoteAmerica Network”) Privacy Policy (“Agreement”) and it contains the terms and conditions governing the use of the website known as www.America.com and all of its ancillary state networks, including, but not limited to, the following “.com” domains:

iVoteAlabama	iVoteAlaska	iVoteArizona
iVoteArkansas	iVoteCalifornia	iVoteColorado
iVoteConnecticut	iVoteDelaware	iVoteDC
iVoteFlorida	iVoteGeorgia	iVoteHawaii
iVoteIdaho	iVoteIllinois	iVoteIndiana
iVoteIowa	iVoteKansas	iVoteKentucky
iVoteLouisiana	iVoteMaine	iVoteMaryland
iVoteMassachusetts	iVoteMichigan	iVoteMinnesota
iVoteMississippi	iVoteMissouri	iVoteMontana
iVoteNebraska	iVoteNevada	iVoteNewHampshire
iVoteNewJersey	iVoteNewMexico	iVoteNewYork
iVoteNorthCarolina	iVoteNorthDakota	iVoteOhio

iVoteOklahoma	iVoteOregon	iVotePennsylvania
iVoteRhodeIsland	iVoteSouthCarolina	iVoteSouthDakota
iVoteTennessee	iVoteTexas	iVoteUtah
iVoteVermont	iVoteVirginia	iVoteWashington
iVoteWestVirginia	iVoteWisconsin	iVoteWyoming

All users understand that iVoteAmerica Network may implement additional networks, which are, at the time of implementation, identified as a part of the iVoteAmerica Network and this Agreement shall after that govern all use. This Agreement or applicable derivatives of this Agreement are the sole contractual basis governing the use of any of the Network assets.

Users are obligated to seek, read and understand this Agreement and to thereby individually or collectively ascertain to complete satisfaction all terms and conditions before any use of the iVoteAmerica Network or any of its components. When any User accesses the Network, such access is an acknowledgment and covenant that these terms govern such use and are, in fact, contractual.

Initial and any subsequent use of iVoteAmerica Network and any its technology using a mobile, notebook, tablet or personal computer constitutes use by a User, and this includes any third parties.

Unless a User(s) has entered into a separate written and fully executed agreement with iVoteAmerica Network, such User(s) is/are at all times governed by this Agreement. Users, by their use, acknowledge and agree that from time-to-time iVoteAmerica Network may, at its sole discretion and without notice to any User(s), modify the content of the Network in any manner it so chooses. You, as a User, agree that any modifications to the Network as presented to the public via the Network shall immediately upon publication to and through the Network be subject to this Agreement.

It does not apply to any information you may provide to us through other means; for example, via mail or telephone. Please read this Agreement carefully so that you understand our online privacy practices. By visiting this Network, you agree that your visit and download or use of a mobile application, and any dispute over our online privacy practices, is governed by this Agreement and our Terms of Use Agreement. Questions regarding privacy issues should be sent to us by email to support (at) ivoteamerica.com or if you prefer by mail to iVoteAmerica, LLC, POB 3205, Prescott, AZ 86302-3205.

NOTICE TO ALL USERS

When you use the iVoteAmerica Network, whether in part or whole, you have immediately by such use entered into a binding contract with iVoteAmerica and your use is governed by all of the terms and conditions of this Agreement.

PRIVACY

iVoteAmerica has a Privacy Policy which is by reference incorporated and made a part of this Agreement.

When any User accesses the iVoteAmerica Network, the User is giving consent to the terms and conditions outlined in our *Privacy Policy*, and any use of the iVoteAmerica Network shall constitute the User's consent to the iVoteAmerica *Terms of Use*.

INTELLECTUAL PROPERTY

The content of the Network is the property of iVoteAmerica, its agents, affiliates and licensors and as such it falls under the protection of intellectual property law governing copyrights, trademarks, and common law.

iVoteAmerica grants its Users a limited, non-transferable and non-commercial (no sale) right to access and use the content displayed on the Network.

Under this Agreement. Users may use and participate in the Network, view information, posts, commentary, images and access other materials with the Network for the User's personal, non-transferable and non-

commercial use only, EXCEPT in those cases where a user may transmit property owned by iVoteAmerica to others IF such content remains in all of its original form, including required copyright, registration disclosures, and trademark notices, by lines, authorship and other applicable proprietary notices.

The User is not allowed to copy, snag, download, retool, republish, retransmit or reproduce any of the Network materials, including proprietary video, graphics, photos without the prior written consent of the owner of such content.

Users grant iVoteAmerica a license to use information and other forms of material or content of any kind submitted or deposited within the Network. By the act of submitting or depositing of material or content of any kind into the Network, the person or entity submitting such does by such action represent that it is the owner of the submission or, in the case where the submitter is not the owner, the submitter does so with the attestation that it has acted with the consent of the owner of such property.

When Users submit content of any kind, and to any location within the Network they are at the same time granted iVoteAmerica and any of its agents or affiliates an unrestricted license and right to publish, copy or otherwise reproduce, edit, and channel or otherwise distribute such material as for any purpose.

When a User makes a submission of any kind, the User grants iVoteAmerica a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, edit, reformat, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

When a User makes a submission of any kind, the User grants and agrees that iVoteAmerica, including its agents, partners, and third-party providers, may also identify the submitter or other sources as might be indicated at the time of such submission, as the originating source or author of any of your postings by name, email address or screen name as we see appropriate.

Users who make a submission of any kind are by such action granting iVoteAmerica an irreducible and uncontestable right, without further obligation to the source of such submission, to take action at any time to excluded, relocate, create multiple links to, or otherwise edit at iVoteAmerica's sole discretion any blog posts, documents, audio or visual message iVoteAmerica regards as not appropriate to our Network.

Trademarks. iVoteAmerica is a registered trademark of iVoteAmerica, LLC. "IVOTEAMERICA" is our service mark used to promote our content, message, products, and services. Our marks are the sole property of iVoteAmerica, LLC, POB 3205, Prescott, AZ 86302-3205. Users are not granted any rights hereunder to copy, use, transmit or display our marks in any medium or derived format. Users do hereby agree NOT to use in any manner any of the iVoteAmerica, LLC marks without prior written consent and such consent is not hereby granted as a right under this Agreement.

Inbound Hyperlinking. Users are granted permission to create and activate inbound hypertext links into the iVoteAmerica Network. In any event where such a link is created it must not convey to a user that the content to be accessed is owned by any person or entity other than iVoteAmerica nor may it in any way state or imply that the creator of the link is an affiliate, vendor, employee, agent, supporter, manager or sponsor of iVoteAmerica, unless and except such permission is granted in writing prior to the creation of the hyperlink.

Content or Site Framing. The right of any User to utilize any content for site framing or, other such techniques, is denied unless such permission has been granted in writing by iVoteAmerica in advance of such action.

E-COMMERCE

Users agree they are fully responsible and liable for all purchases made by them or others acting on their behalf. All purchases within and through the Network shall be executed without the right to any commercial use. Users acknowledge by their purchases that they or, those acting on their behalf, are legally permitted to make such purchases.

If any purchase is executed on behalf of a third-party buyer, and such purchase requires a User to enter a third party's personal information to us or an affiliate merchant, the User submitting such information represents that it executes the purchase with the express consent of the third party and that the User is providing third party personal information with the express consent of the third party.

Users who execute purchases on behalf of third parties hereby agree to hold harmless and fully indemnify, without recourse of any kind, iVoteAmerica, its employees, managers, directors, affiliates, sponsors and other agents from any form of legal action in any court of law.

ONLINE REGISTERING AND MEMBERSHIP

To fully access all of the features and tools within the Network Users will be required to execute an online registration to establish membership. During the registration process, Users will be required to provide personally identifying information. This information may include your name, address, city, state and zip code and a preferred email address. In some cases, access or use can only be allowed by providing proof of your age, therefore, in such cases, you will be asked to provide your date of birth. When you register, you are attesting to the fact that you are "of age" as defined by law.

Users agree that when they register the information about themselves, and the content they provide is true, current and completely factual. iVoteAmerica reserves the uncontested and absolute right to deny, suspend or terminate a suspicious registration for any reason it deems appropriate.

The use of any personally identifiable information provided by a User during the registration process is governed exclusively by the iVoteAmerica Privacy Policy.

USER IDENTIFICATION AND PASSWORDS

For a User to access certain features within the iVoteAmerica Network, such as membership, blogging and commenting, the User will be required to have a User Identification ("User ID") and a unique password.

The User ID and the unique password will be created by the User at the time of registration. The User ID and password are known as "credentials" by iVoteAmerica.

Users do hereby accept responsibility for securing their maintaining the confidentiality of their account and membership credentials and are solely responsible for all activity carried out thereunder, whether by the User or by a User's proxy, with or without consent.

Users agree hereby to immediately notify iVoteAmerica of any actual or suspected breach of their confidential credentials. Users are required to "LOG OFF/OUT" at the end of all sessions to protect access to the Network by others. Users hereby indemnify and hold iVoteAmerica harmless without recourse of any kind for any loss or damage arising from a User's failure to maintain the security of their account or membership credentials and their login and log off/out processes.

ADVERTISEMENT

If you submit an advertisement for publication on the Network, you agree that the advertisement as it appears on the Network becomes our property and you assign all ownership interest in the advertisement as it appears on the Network under copyright law or otherwise to us.

We reserve the right to reject any ad copy for any reason. All advertisement orders are subject in all respects to our then-current rules and regulations and then-current demands upon advertising space. If we make an error in advertisement content, our liability will not exceed the actual cost paid for the space purchased and paid for, and in no event shall our liability for your use of our classified advertising services exceed the amount you paid for the use of the advertising services.

We reserve the right to edit, reclassify, revise, or cancel any advertisement at any time. Rates and specifications are subject to change. We do not knowingly accept advertising that discriminates or intends to discriminate based on race, color, religion, sex, national origin, handicap or familial status.

MODIFICATIONS TO THE NETWORK

We reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Network (or any part thereof) with or without any required notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Network.

TERMINATION

You agree that, in our sole discretion, we may terminate your password, account (or any part thereof) or use of the Network, and remove and discard any materials that you submit to the Network, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use.

You further agree that we shall not be liable to you or any third-party for any termination of your password, account (or any part thereof) or use of the Network, or any removal of any materials that you have submitted to the Network.

THIRD PARTY NETWORKS

The Network may provide, or third parties may provide, links to other Networks or resources. Because we have no control over such Networks and resources, you acknowledge and agree that we are not responsible for the availability of such external Networks or resources, and do not endorse and are not responsible or liable for any content, including, without limitation, advertising, products, or other materials, on or available from such Networks or resources.

You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, advertising, products, materials, goods or services available on or through any such Network or resource.

INTERACTIVE FEATURES

This Network may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features, such as personalized home pages and email services, which allow users to communicate with others.

Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Network, or sent via any email services on the Network, lies with each user and you alone are responsible for the material you post or send.

We do not control the messages, information or files that you or others may provide through the Network. It is a condition of your use of the Network that you do not:

1. Restrict or inhibit any other user from using and enjoying the Service.
2. Use the Network to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
3. Interfere with or disrupt any servers or networks used to provide the Network or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Network.
4. Use the Network to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
5. Gain unauthorized access to the Network, or any account, computer system, or network connected to this Network, by means such as hacking, password mining or other illicit means.
6. Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Network.
7. Use the Network to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any

transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

8. Use the Network to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
9. Use the Network to post or transmit any information, software or other material that contains a virus or other harmful component.
10. Use the Network to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
11. Use the Network to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
12. Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Network. You understand that we have no obligation to monitor any bulletin boards, chat rooms, web logs, or other areas of the Network through which users can supply information or material.

We reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms of Use.

We also reserve the right to deny access to the Network or any features of the Network to anyone who violates these Terms of Use or who, in our sole judgment, interferes with the ability of others to enjoy our Network or infringes the rights of others.

You further agree that you will not collect personal data about, or the email addresses of, other iVoteAmerica Network users for commercial or unlawful purposes or for purposes of sending unsolicited commercial email, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, or take or cause to be taken any action that disrupts the normal flow of postings and dialogue on the Network (such as submitting an excessive number of postings), or that otherwise negatively affects other users' ability to use the Network.

You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to:

- comply with legal process;
- enforce these Terms of Use;
- respond to claims that any content or materials submitted by you violate the rights of third parties;
- protect the rights, property, or personal safety of Network users and the public. You understand that the technical processing and transmission of the Network, including content submitted by you, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to indemnify and hold the iVoteAmerica Network, IVOTEAMERICA, LLC, their collective parent companies and subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any liability of any nature arising out of or related to any content or materials submitted to or displayed on the Network by you or by others using your user account.

GENERAL PRACTICES REGARDING USE AND STORAGE OF CONTENT

You acknowledge that we may establish general practices, limits and restrictions concerning use of the Network, and the posting of content, information or materials by users of the Network. These restrictions may include a limit on the number of days that message board postings, or other submitted content will be displayed on the Network and/or retained by us, the maximum disk space that will be allocated on our servers

on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Network in a given period.

We assume no responsibility or liability for the deletion, corruption or loss of any content or material submitted by you, or for our failure to receive or store submitted content for any reason, including without limitation malfunctioning of any network, hardware or software.

We reserve the right to change these general practices, limits, and restrictions at any time, in our sole discretion, with or without notice.

NOTICE OF COPYRIGHT AND TRADEMARK INFRINGEMENT

If you own copyright or trademark and believe copyright or trademark is being reproduced, posted or distributed via the iVoteAmerica Network in a manner that constitutes infringement, please inform us by sending us a written notice of such infringement.

Mail your notice to:

Copyright Notice
iVoteAmerica, LLC
Post Office Box 3205
Prescott, AZ 86302-3205

Please include the following information in your written notice:

1. a detailed description of the work in question;
2. a description of the precise location of the allegedly infringing material on the Network;
3. your contact information, including your address, telephone number, and, if available, email address;
4. a statement by you indicating that you have a good-faith belief that the use was not authorized by the owner, its agent, or the law;
5. a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the owner's behalf;
6. an electronic or physical signature of the owner or someone authorized on the owner's behalf to assert infringement and to submit the statement.

DISCLAIMERS

No Warranties:

YOUR USE OF THE NETWORK IS AT YOUR SOLE RISK. THIS NETWORK AND ALL MATERIALS, INFORMATION AND SERVICES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, OUR AFFILIATES, AGENTS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIALS, INFORMATION AND SERVICES AVAILABLE THROUGH THE NETWORK, NOR DO WE GUARANTEE THAT THE MATERIALS, INFORMATION OR SERVICES WILL BE ERROR-FREE, SECURE OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO WARRANTY THAT (I) THE NETWORK WILL MEET YOUR REQUIREMENTS, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE NETWORK WILL BE ACCURATE OR RELIABLE, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE NETWORK WILL MEET YOUR EXPECTATIONS, OR (IV) ANY ERRORS IN THE NETWORK WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE NETWORK IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT.

Indemnity:

You agree to indemnify and hold us, IVOTEAMERICA, LLC, and our collective subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Network, your violation of our Terms of Use, or your violation of any rights of another.

Limitation of Liability:

UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE NETWORK, OR (B) ANY MATERIALS, INFORMATION AND SERVICES AVAILABLE THROUGH THE NETWORK. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

MISCELLANEOUS

These Terms of Use have been made in and shall be construed by the laws of Arizona, without regard to its conflict of laws provisions.

By using this Network, you agree to submit to the personal and exclusive jurisdiction of the courts located within Arizona in all disputes arising out of or relating to this agreement or this Network.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use shall remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Network or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

VIOLATIONS

Please report any violations of these Terms of Use to iVoteAmerica, LLC, POB 3205, Prescott, AZ 86302-3205.