



# Terms of Use

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## Table of Contents

### Section 1 – Your Subscription

- 1.1 Account Creation
- 1.2 Account Responsibilities
- 1.3 License to use Services
- 1.4 Software, Utilities, and Tools
- 1.5 Open Source
- 1.6 License Restrictions
- 1.7 Grant of License to PDI
- 1.8 Payment Terms
- 1.9 Term and Termination
- 1.10 Open Source
- 1.11 Data Security
- 1.12 Bandwidth Abuse / Throttling
- 1.13 Modifications to Services and These Terms
- 1.14 Definitions
- 1.15 Electronic Communications
- 1.16 Miscellaneous

### Section 2 – Your Data

- 2.1 User Content
- 2.2 Data Privacy
- 2.3 Intellectual Property Rights
- 2.4 Data Retention Policy
- 2.5 Data Monitoring
- 2.6 Reporting Abuse
- 2.7 Take Down Procedure

### Section 3 – Voter Data

- 3.1 Voter Data
- 3.2 Data Privacy

### Section 4 – Support

- 4.1 Product Support
- 4.2 Feedback

### Section 5 – Enforcement / Legal Matters

- 5.1 Enforcement
- 5.2 Indemnification

- 5.3 Release
- 5.4 Disclaimers
- 5.5 Limitation on Liability
- 5.6 Injunctive Relief
- 5.7 Copyright Policy
- 5.8 Dispute Resolution
- 5.9 Export
- 5.10 Disclosures
- 5.11 Copyright / Trademark Information
- 5.12 Contact Information
- 5.13 Force Majeure

## Section 1 – Your Subscription

The websites located at politicaldata.com and all related subdomains (e.g. CallTime.ai, beta.CallTime.ai, app.CallTime.ai, outreachcircle.com, and [client.outreachcircle.com](http://client.outreachcircle.com)) (the "Site") are copyrighted work belonging to Political Data Intelligence, LLC, a Delaware limited liability company (sometimes referred to as "**Company**", "**PDI**," "**us**," "**our**," or "**we**"). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

By accessing or viewing or using this Site or participating in or using any of our Software-as-a-Service (SaaS) subscription services, software applications, voter data files (if applicable), or other services offered on or provided by or through this Site or through the mobile apps, including, without limitation, all PDI, Calltime and OutreachCircle products and services (all of such software applications and services, and all related documentation provided to you or otherwise available on the Site, including, without limitation, the Software as defined in Section 1.4 herein, collectively, the "**Services**"), you (sometimes referred to as "**User**" or "**You**" or "you") agree to these Terms of Use ("**Terms**" or "**Terms of Use**").

THESE TERMS OF USE IS A CONTRACT BETWEEN YOU AND PDI AND SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICES. BY ACCESSING THE SITE OR USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

### 1.1 Account Creation

In order to use certain features of the Site and the Services, you must register for an account ("**Account**") and provide certain information (e.g., name, email address, mobile phone number) about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any

time, for any reason, by following the instructions on the Site. PDI may suspend or terminate your Account in accordance with Section 1.9.

### **1.2 Account Responsibilities**

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify PDI of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. PDI cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Because you must be at least 13 years of age to use this Site and/or the other Services, no content or information from the Services falls within the Child Online Privacy Protection Act (“COPA”) and is not monitored as doing so. All information and services are exchanged electronically via the internet. You are responsible for maintaining your own access to the internet, and for obtaining and maintaining any equipment and ancillary services needed to connect to and use the Services, including, without limitation, hardware, servers, software, operating systems, networking and web servers (collectively, “Equipment”). You shall also be responsible for maintaining the security of the Equipment. You consent to receiving communications electronically. PDI is a privately owned company and does not represent or speak for any governmental agency or authority. You may acquire additional Services from our Site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such additional services and/or content, which terms will apply in addition to these Terms.

### **1.3 License to use Services**

Subject to these Terms, and with respect to the specific Services that you subscribe to, PDI grants you a non-transferable, non-sublicensable non-exclusive, revocable, limited license to access and use the Site and the Services for the time period you subscribe for such Services and such use is limited to legally acceptable purposes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

If you are using the Services for an electoral campaign, you may transfer your rights to the Services to another person or organization within the same campaign season during which the subscription was first purchased. All usage rights of the original licensee would be forfeited upon such transfer. The transferee must agree to the terms and conditions of the agreement and re-register with PDI.

Any altered, or edited version of any information contained within or provided to you by your use of the Services (other than User Content, if applicable, as defined in Section 2.1 herein) remains the property of PDI.

Excluding any User Content that you may provide (as defined in **Section 2.1**), you acknowledge that all the Intellectual Property Rights, including copyrights, patents, trademarks, and trade secrets, in or displayed on the Site or incorporated into or with respect to the Services such as the Software, and its content, including, without limitation, all software and, if applicable, voter data and all other voter information, displayed or provided through the use of the Services, are owned by and shall be retained by PDI or PDI’s licensors and other suppliers. Neither these Terms nor your access to the Site or use of the Services transfers to you or any third party any rights, title or interest in or to such Intellectual Property Rights, except for the limited access rights expressly set forth in **Section 1.3**. PDI and its licensors and other suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. All of the terms of this paragraph shall survive the termination of these Terms.

### **1.4 Software, Utilities, and Tools**

Services may require or allow User to download software from PDI or its licensors (“**Software**”) onto User’s smartphone, tablet, computer or other device. If an end user license agreement is provided with the Software, User’s use of the Software is also subject to the terms of that license agreement. User may not sub-license, or

charge others to use or access Software. User may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from Software. User may not modify Software or use it in any way not expressly authorized in writing by PDI. User understands that PDI's introduction of various technologies may not be consistent across all platforms and that the performance of Software and related Services may vary depending on User's computer and other equipment. From time to time, PDI may elect to provide User with Updates to Software. Certain Updates may be required in order to continue use of the Software and Services.

### **1.5 Open Source**

Some Software used as part of the Services may be offered under an open-source license that we will make available to you. There may be provisions in the open-source license that expressly override some of these Terms with respect to that software.

### **1.6 License Restrictions**

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sublicense, sell, rent, time share lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or the Services, including, without limitation, the Services, whether in whole or in part, or any content displayed on the Site; (b) you may not sell or distribute any information derived from the Services (c) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or the Services; (d) you shall not access the Site or use the Services in order to build a similar or competitive website, product, or service; and (e) except as expressly stated herein, no part of the Site or the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site or the Services shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site or with respect to any reports generated by the Services) must be retained on all copies thereof.

You agree not to use the Site or the Services for any purpose, including, without limitation, to collect, upload, transmit, display, or distribute any User Content (as defined in Section 2.1) (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (c) that is harmful to minors in any way; (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; or (e) that may be contrary to PDI's mission statement and values as determined in PDI's sole discretion. If you have any questions as to your qualifications under this policy, please contact your PDI representative or send an email to [info@politicaldata.com](mailto:info@politicaldata.com).

In addition, you agree not to: (a) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (f) harass or interfere with any other user's use and enjoyment of the Site; or (g) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site; (h) transmit, or direct the transmission of, any advertising, marketing or other messaging if you have not obtained the consent, if and only to the extent consent is required by law, from the recipient; (i) transmit any messaging that is offensive, obscene, libelous, defamatory, fraudulent, abusive, or contains tortious material; (j) engage in any other activity

that may subject you or PDI to criminal liability or civil penalty/judgment; (k) use the Site or Services in any manner that violates industry standards; or any third-party policies, including all of the applicable guidelines published by the Telephone Consumer Protection Act (FCPA), Federal Communications Commission (FCC), Federal Trade Commission (FTC), Cellular Telecommunications Industry Association (CTIA), the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third-party policies, or requirements in any other jurisdiction); (l) engage in any unsolicited advertising, marketing, or other activities, including any activities that violate anti-spam laws and regulations, including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction).

In addition, you agree to: (a) only use the Site 's and the Services features in a way that does not violate any of the terms of these Terms or any law, regulation, or legal restrictions imposed on you by any governmental authority, agency or third party (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); and (b) do your own due diligence to understand which laws, regulations, and legal restrictions may affect the way you use the Site and the Services. These restrictions may include, but may not be limited to, those imposed on you by the Federal Election Commission (FEC) and Federal Communications Commission (FCC). You understand that all Site features are meant to be lawfully used, and you are solely responsible for ensuring that the way you use the Site and Services is allowable under the law.

You are aware and understand that our **SMS messaging platform** may be subject to certain regulatory restrictions and state or federal laws, including, without limitation, the Federal Communication Commission's rules and regulations, the Telephone Consumer Protection Act (TCPA) as well as rules and restrictions imposed by telecommunication carriers (each a "carrier") and/or by the CTIA, and that violation of any such laws, rules or regulations may result in blocking of texting, fines and other adverse consequences. You agree and confirm that you have taken all steps necessary to ensure that your use of this messaging platform , or any other type of text messaging service provided by us, complies with the applicable laws, rules and regulations regarding text messaging, including but not limited to consulting with an attorney, and, if applicable, scrubbing against national do-not-call or do-not-text lists, and/or ensuring the phone number is able to opt out of future contact attempts.

### **1.7 Grant of License to PDI**

Subject to the terms and conditions of these Terms, User hereby grants PDI a limited, worldwide, non-exclusive, royalty-free license during the period of time that the Services are provided to User to use, copy, store and transform User Content and User Data, including modifying or editing, combining with other materials, and creating derivative works of the User Content and User Data with other Content and data, solely in order to provide use of the Services as provided under these Terms and subject to its terms. As between User and PDI, PDI agrees that User owns all right, title and interest, including all Intellectual Property Rights, in and to the User Content and User Data, and any changes, modifications or corrections to them. For purposes of these Terms (a) "**User Data**" means any data of User processed or stored using the Services, and (b) "**User Content**" means any Content provided to PDI by or on behalf of User as part of the Services. PDI also may aggregate User Data and User Content with that of other Users for purpose, including analyzing and improving PDI's services to all Users and PDI may share that aggregate information publicly, including to show trends about the general use of the Services with the press, in PDI's marketing materials or with PDI's business partners, so long as PDI does not in the process disclose to any third parties User Data or User Content in a manner that is readily personally identifiable to User.

### **1.8 Payment Terms**

The fee rates for the Services can be accessed through the Site. These may be modified or updated by PDI from time to time. It is your responsibility to remain informed about the current rates for the Services.

Payment shall be made by credit card or ACH payment on the Site through a secure third-party payment processor. Upon requesting Services, you will be asked to authorize a charge to your credit card or ACH account up to the total amount specified on the Site, depending on the Services purchased. You acknowledge and agree that you shall pay for all Services you purchase from, and that we may charge your credit card account as provided by you for the Services, including any taxes, late fees, penalties, costs, and attorneys' fees as applicable, that may be accrued by or in connection with your account with us and your use of the Services. You are responsible for the timely payment of all taxes, fees, and charges and for providing us with a valid credit card or ACH payment information for payment of all applicable fees at all times. The timing and amounts of such payment obligations for your use of the Services shall be published on the Site from time to time and shall, as amended and updated from time to time, in the sole discretion and timing of PDI, be incorporated with these Terms.

PDI, at their sole discretion, may offer payment terms allowing clients to pay invoices by check, bank wire, credit card or ACH within a specific number of days (Term Period). PDI reserves the right to disable program functionality if any client invoices are outstanding after the payment term period expires. Customers may receive an email notification prior to deactivation. Account functionality can be immediately restored by paying the outstanding invoice(s) through the Site's billing center.

If you fail to pay any delinquent amount within your payment Term Period, PDI also reserves the right to assess a late fee of five percent (5%) of the total amount due. Any unpaid amounts shall also bear interest in the amount of one and one-half percent (1½%) per month, or the maximum allowed by applicable law, whichever is less. All payments are non-refundable, subject to applicable law.

### **1.9 Terms and Termination**

Subject to the provisions of this **Section 1.9**, these Terms will remain in full force and effect while you use the Site or the Services. We may suspend or terminate your rights to use the Site and/or the Services (including your Account and including any license granted to you in these Terms) at any time for any reason at our sole discretion, including for any use of the Site or the Services in violation of these Terms or for any use of the Site or the Services other than as specifically authorized herein. Upon termination of your rights under these Terms, your Account and right to access and use the Site and the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. PDI will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.9, 1.14, 1.15, 1.16 and 5.1 through 5.13, and any provisions of these terms that provides for any restriction on your use or disclosure of any information or data that is disclosed by PDI in connection with providing Services to you.

All licenses granted to you in connection with the Services have an expiration date after which the Services will not be available unless your license to use the Services is renewed. If applicable, failure to pay subscription fees may result in termination prior to Election Day without notification.

#### **Suspension or Termination of Services.**

PDI may in its discretion immediately suspend or terminate any Services and any right to use the Site at any time in its discretion, including if:

- (a) PDI believes that User has breached these Terms;
- (b) PDI is obligated or believes itself obligated to suspend any Services to comply with applicable law, including any order, instruction, requirement, directive or request of any governmental body;
- (c) PDI believes in its sole determination, that continuing to supply the Services to User may cause damage or harm to PDI's relationship with any governmental body, business partner or other third party related to the Services;

- (d) applicable law or a regulatory action or lawsuit prohibits, impairs or makes impractical the provision of the Services;
- (e) a third-party supplier on whose services the provision of Services is dependent suspends its provision of those services to PDI;
- (f) the Services are being used in a manner that PDI determines or has been notified may otherwise create liability or may be fraudulent or illegal; or
- (g) User or any third party has accessed the Services in violation of Section 1.6 herein or any other provisions of these Terms, or there has otherwise been unauthorized use of User's access credentials.

#### **1.10 Open Source**

Some Software used as part of the Services may be offered under an open-source license that we will make available to you. There may be provisions in the open-source license that expressly override some of these Terms with respect to that software.

#### **1.11 Data Security**

PDI uses standard industry security measures to help protect your information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction of personal data. PDI does not guarantee that personal data is 100% secure. Please store passwords in a safe place and sign out when you are not in close proximity to your device. You are solely responsible for all activity done within your account environment and should immediately notify us at [security@politicaldata.com](mailto:security@politicaldata.com) if you have reason to believe that your account has been compromised. We reserve the right, in our sole discretion, to terminate or suspend an account if we have reason to believe a User is not maintaining adequate security protocol.

#### **1.12 Bandwidth Abuse / Throttling**

If applicable, You may only use our bandwidth for your emails or text messages. We provide image and data hosting only for your campaigns, so you may not host images on our servers for anything else (like a website). We may throttle your sending or connection through the Site at our discretion.

#### **1.13 Modifications to Services and These Terms**

PDI reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that PDI will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

#### **Updates**

PDI reserves the right to change or upgrade any equipment or software that PDI uses to provide the Services without notice to User. PDI may install security patches, updates, upgrades, modifications, and service packs with respect to the Site and the Services ("**Updates**") as PDI determine in its discretion, and PDI reserves the right, but not the obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Services used by User. PDI will not be responsible or liable for service disruption or changes in functionality or performance due to Updates. PDI will not be responsible or liable for issues that may arise from incompatibilities between User's systems or software and any Update or hardware or software change or configuration, regardless of whether discretionary or requested.

#### **Changes To These Terms**

PDI reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms at any time. If we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described

in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site, and if any such changes are material and not acceptable to you, you may elect within 30 day period of time to terminate these Terms and you shall receive a refund to the extent of any prepaid Services as determined by PDI. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

If these Terms are no longer acceptable to you, you should immediately stop all use of all Services.

#### **1.14 Definitions**

Capitalized terms in these Terms have the meanings assigned to them in this **Section 1.14** or elsewhere in these Terms, unless the context otherwise requires, which meaning will be equally applicable to both the singular and plural forms of those terms. In these Terms, unless a clear contrary intention appears (a) "Section" refers to sections of these Terms; (b) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term, and (c) any provision for PDI's discretion, consent or approval allows PDI to exercise its discretion and to grant or withhold its consent or approval in its sole and absolute discretion. The following terms will be defined as set forth below for purposes of these Terms:

"Affiliate" means, in respect of a party, any PDI or other business entity controlled by, controlling, or sharing common control. For the purposes of this definition, "control" will mean the direct or indirect power to direct or cause the direction of the management and policies of a PDI or other business entity, whether through ownership of 50% or more of the voting interest, by contract, or otherwise.

"Content" means software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from Services, as well as the design and appearance of our applications and websites. Content includes User Content.

"Intellectual Property Rights" means all copyrights fixed in any medium now known or hereafter discovered, including copyrights in computer programs, pictorial works, audiovisual works, literary works, musical works, sound recordings, motion pictures and the like; patents, trademarks, trade names, trade secrets, design rights, design models, database rights and topography rights, all rights to bring an action for passing off, rights of privacy or publicity, and any other similar form of intellectual rights in intangible property or proprietary rights, statutory or otherwise, whether registered or not, and whether applied for or not, all rights to apply for protection in respect of any of the above rights and all other forms of protection of a similar nature or that relate to intangible property, ideas or expression, as they may exist anywhere in the world.

"Upload" means to upload to the Site, transmit, distribute, store, create or otherwise publish through the Services.

"User Content" shall have the meaning as defined in Section 2.1.

"Voter Data" or "voter data" means any information reflected in any voter data files.

#### **1.15 Electronic Communications**

The communications between you and PDI use electronic means, whether you use the Site or send us emails, or whether PDI posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from PDI in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that PDI provides to you electronically satisfy any

legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

### 1.16 Miscellaneous

These Terms constitute the entire agreement between you and us regarding the use of Services and access to and use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without PDI's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. PDI may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

## Section 2 – Your Data

### 2.1 User Content

**"User Content"** means any and all information and content that a User, and User's advisors, customers and employees, submits to the Site (e.g., if applicable, contact information related to the user's contacts records of contributions made to the user; user profile information). User Content does not include any information or content generated by or provided by the Site or the Services (e.g., voter data, if applicable, that is incorporated into the Services plus any changes thereof; if applicable, donor scores; public contribution history that you did not submit into the Site; enriched profile data, including phone numbers and email addresses, that you did not submit to the Site). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in **Section 1.6**). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by PDI. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. While PDI makes every attempt to keep all Site data reliably available, PDI is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

Each User is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that PDI will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

If applicable, proprietary information of a User or other third party that is created or modified by a campaign is the property of the person or organization invoiced by PDI for the applicable Services.

Specifically prohibited uses include: harassment of any voter or voter's household; advertising, solicitation, sale, or marketing of products or services to any voter or voter's household; or reproduction in print, broadcast visual

or audio, or display on the Internet or any computer terminal, except for the authorized purposes as provided for in these Terms.

In addition to any other available rights and remedies of PDI, you shall pay PDI the top retail rate charged by PDI for each use by you of any voter data files, or any other information provided by PDI through the Services, in violation of these Terms.

### **Contributing User Content**

User Responsibility. PDI does not pre-screen all User Content and does not endorse or approve any User Content that User and other Users may contribute to Services. User is solely responsible for User's User Content User Content and may be held liable for User Content that User posts. User bears the entire risk of the completeness, accuracy and/or usefulness of User Content found on Services. You are advised to exercise a high level of care and caution in the use of the Services.

### **2.2 Data Privacy**

As an organization or user using or accessing the Services, you are responsible for using voter data responsibly as described in these Terms. The data your organization acquires and maintains in the program's People database may or may not be subject to the California Consumer Privacy Act (CCPA) as of January 1, 2020. Most organizations qualifying to use the Services should not be subject to CCPA requirements, but you should get independent legal confirmation.

The CCPA, was passed by the California State Legislature in AB375 in 2018 and signed by the Governor that year. Subsequent legislation AB25, AB874, AB1146, AB1355 and AB1564 made modifications to the law. The total of these legislative protections took effect on January 1, 2020.

The CCPA places important protections on commercial use of personal data collected by entities doing business in California. It allows consumers to view any data collected on them, restrict use of that data and even have their data deleted under most circumstances.

Notwithstanding anything to the contrary in these Terms, (a) PDI's obligations regarding User Content and your identification and other information concerning you and your authorized users will be governed by PDI's privacy policy as reflected on the Site as modified from time to time; and (b) to the extent PDI collects personal information of consumers under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended from time to time (the "CCPA"), (i) PDI will delete the consumer's personal information from PDI's records if directed by you as to your personal information, subject to any applicable exceptions set forth in the CCPA, and (ii) PDI will not retain, use, or disclose the personal information for any purpose other than for the specific purpose of performing the Services specified in these Terms for you, or as otherwise permitted by the CCPA, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the Services.

If you have any questions, you can reach us at [privacy@politicaldata.com](mailto:privacy@politicaldata.com). For a complete description of PDI's Privacy Policy, please visit our Site.

PDI reserves the right (but has no obligation except as required by Law) to remove, block, edit, move or disable User Content for any reason, including when PDI determines that User Content violates these Terms. The decision to remove User Content at any time is in PDI's discretion. To the maximum extent permitted by Law, PDI does not assume any responsibility or liability for User Content or for removal of, User Content or any failure to or delay in removing, User Content or other Content.

### **User Content License Grant**

If User uses the Services to transmit User Content to other users of the Services, including advisers, except as expressly communicated by User to the recipient in writing at the time of transmittal, then User grants those recipients the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute the User Content transmitted on or through the relevant Services without further notice, attribution or compensation to User, subject to the recipient's obligations to PDI and under Law. PDI has no liability for User's or any third party's violation of these Terms, including this Section 2.2, or any third party's violation of Law or of any other agreement between that third party and PDI.

The following is how we use your User Content, if applicable, with respect to the Services:

(a) You understand and agree that PDI may share any relevant parts of your User Content with third-party providers in order to provide services related to the Site (e.g., using a Contact's email address in order to find their social media profiles; using a contact's name and contact information in order to locate additional phone numbers; using your photo and profile information in order to personalize and customize a feature within the Site). When sharing User Content with third parties, PDI attempts to protect user anonymity by sharing only the pieces of data required to provide a specific service and, whenever possible, de-coupling the User Content from the user's identity.

(b) You understand and agree that PDI may share your User Content with other users that are linked to your Account (e.g. users working on the same political campaign or within the same organization).

(c) Some features within the Site may allow you to authorize the sharing of specific User Content with others. You understand and agree that PDI may share your User Content with others when you request us to. Additional terms related to sharing content as part of the Site's services may be available within the site on a feature-by-feature basis.

(d) Other than previously stated, we do not share or publish User Content. We consider your User Content to be private to only your Account.

### **2.3 Intellectual Property Rights**

PDI respects the Intellectual Property Rights of others. User must have the legal right to Upload User Content through the Services. User may not Upload any User Content on Services that infringes the Intellectual Property Rights or any other rights of a third party nor may User Upload User Content in violation of Law or these Terms. User may Upload only User Content that User is permitted to Upload by the owner or by Law. PDI may, without prior notice to User and in its discretion, remove User Content that PDI believes in its sole determination, may infringe the Intellectual Property Rights or other rights of a third party.

### **2.4 Data Retention Policy**

PDI keeps data provided by you and any other user of your Account (e.g., personal info provided to PDI, files, contact lists, audio, or text), for the life of your\_account. PDI keeps detailed SMS texting reports for a maximum period of three (3) months, after which time such data is destroyed.

### **2.5 Data Monitoring**

Unless otherwise specified, there is no requirement or expectation that PDI will monitor or record any online activity on Services, including communications. However, PDI reserves the right to access and/or record any online activity on Services and, subject to the terms of these Terms, including the Privacy Policy, User gives PDI User's express consent to access and record User's activities.

## 2.6 Reporting Abuse

If User encounters another customer who is violating these Terms, User will promptly report this activity to PDI using the help functions in the relevant Services, if available, or contact PDI customer support at [support@politicaldata.com](mailto:support@politicaldata.com).

## 2.7 Take Down Procedure

If a User believes that its Intellectual Property Rights have been infringed by someone else while using the Services, that User may contact PDI by emailing the following information to [support@politicaldata.com](mailto:support@politicaldata.com):

- (a) a description of the Intellectual Property Rights and an explanation as to how they have been infringed;
- (b) a description of where the infringing material is located;
- (c) the complaining person's address, phone number and email address;
- (d) a statement by the complaining person, made under penalty of perjury, that (i) the complaining person has a good-faith belief that the disputed use of material in which that person owns Intellectual Property Rights is not authorized, and (ii) the information provided is accurate, correct, and that the complaining person is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (e) a physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

## Section 3 – Voter Data

### 3.1 Voter Data

Voter Data Services, as defined below, are subject to the provisions of this Section 3.1. With regard to any Services that include use of or access to voter data files (such part of the Services, "**Voter Data Services**"), the Voter Data Services is an online environment combining registered voter data, data management tools, and communications services. These product and services are exclusively available for the purpose of advocacy for electoral candidates, ballot measures, legislative/public interest issues, political parties, and governmental purposes. Under no condition can any component of the Voter Data Services or the voter data contained within it be used for personal or commercial use.

The Voter Data Services is licensed by "**Organization Account**" subscriptions. A subscription contains voter data for a limited geography as well as program functionality in accordance with the subscription purchase terms. Organization Accounts subscriptions are sold by either election period or calendar year. Subscription terms are renewable but extending a single subscription beyond a calendar year must be granted in writing by a PDI sales consultant.

Work conducted and data generated within an Organization Account cannot be viewed or accessed by another Organization Account without following program's data sharing protocol.

Each Organization Account is given a single top administrative user account. From this top administrative account, additional user accounts can be created with varying permission levels that should reflect only the tasks and responsibilities assigned to a specific user. Individuals with administrative user account privileges are responsible for limiting the distribution and capabilities of all non-administrative user accounts.

The Voter Data Services includes a wide range of features, data and functionality. Much of which is unique to electoral politics and not found in other mainstream software applications. PDI Support Help page provides comprehensive documentation and support resources for quickly learning how to effectively use the program. PDI support is not responsible for explaining electoral terminology, providing strategic advice, or performing common program tasks.

After the subscription Election Day, Organization Accounts are converted into Post-Election mode where only administrative users are granted system access. Generating output files containing voter data with personally identifiable information is prohibited.

By accessing or using the Voter Data Services, you agree to maintain the confidentiality of any information reflected in any voter data files (sometimes referred to as “**voter data**”) that are part of the Services, including, without limitation, any personally identifiable information reflected in the voter files, and make all reasonable efforts to restrict access of such information to unauthorized individuals or entities. You also agree to destroy all paper lists or electronic files containing personally identifiable information. Examples of personally identifiable information includes, but is not limited to, first name, last name, home or mailing address, email address, phone numbers, and birthdate. The terms of this paragraph shall survive the termination of these Terms.

Account subscribers (i.e. Users or their administrators) are responsible for the misuse of voter data by its employees as well as by a third-party vendor or entity working on its behalf. The preceding sentence shall survive the termination of these Terms . PDI recommends working with the established third-party vendors experienced in managing voter data. Third party vendors should also be required to read and agree to these Terms.

The confidential voter registration information that is accessible through a Services account is only authorized for use by the subscriber organization. Voter data or any information derived from the Services may not be distributed to another organization.

California state law strictly prohibits the use of voter information for personal or commercial use. The receipt, viewing and use of confidential voter registration information is restricted by the laws and regulations of the state of California including and not limited to Section 6254.4 of the Government Code, Sections 2194, 18109, and 18110 of the Elections Code and Sections 19003, 19004 and 19007 of the California Code of Regulations. Registered voter information will be used as defined by Title 2, Division 7, Article 1, Section 19003 of the California Code of Regulations, and Elections Code Section 2194 and Government Code Section 6254.4. (For details of the above state laws and regulations visit <https://www.sos.ca.gov/administration/regulations/current-regulations/elections/voter-registration/> or <http://leginfo.legislature.ca.gov/>).

Failure to adhere to the terms and conditions of these Terms may, in the sole discretion of PDI, result in the immediate termination of your subscription and possible forfeiture of proprietary data.

**ANY VIOLATION OF THESE TERMS WILL BE ENFORCED TO THE FULL EXTENT OF THE LAW.**

By purchasing any subscription for the Voter Data Services, you authorize PDI to act as your data vendor. This allows PDI to contact election officials and make various data enhancements on behalf of you or your clients to deal with issues relating to the voter file and vote by mail data. You also agree that at any time upon request you will disclose in writing the name of the candidate, committee or elected official that you provide voter information to or on behalf of.

### **3.2 Voter Data Privacy**

California law creates two important exemptions for those working within areas of political free speech, governmental, and legitimate research. These can be found in two key sections of the law

Civil Code Section 1798.105 (d) (4) states in part: A business or a service provider shall not be required to comply with a consumer's request to delete the consumer's personal information if it is necessary for the business or service provider to maintain the consumer's personal information in order to exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.

Civil Code Section 1798.140 (f) states in part: For purposes of this title: "Commercial purposes" means to advance a person's commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction. "Commercial purposes" do not include for the purpose of engaging in speech that state or federal courts have recognized as noncommercial speech, including political speech and journalism.

Amendments to the law in 2019 went further in three areas that provide additional protections for PDI clients and how our data is utilized by excluding data legally made available from federal, state or local governments from the provisions which apply to "personal information." (Civil Code Section 1798.140 (O) (2)). This further clarified that data such as voter files, political donor data, and other data commonly used by PDI is not subject to the provisions.

These amendments also provided greater clarity by defining "personal information" in a way that exempts de-identified or aggregate consumer data. (Civil Code Section 1798.145 (a) (5)) This is the kind of data utilized by PDI in modeling and other voter targeting, and the amendment expressly excludes this data from the consumer protections under this law.

## Section 4 Support

### 4.1 Product Support

PDI shall generally provide the following support services regarding your use of the Services (but subject to change in the discretion of PDI; we will post any material changes to support services on our Site from time to time):

(a) PDI will provide technical support as described herein to the customer ("**Customer**") via telephone, electronic mail and live chat (at PDI's election) on Business Days during the hours of 9:00 am through 5:00 pm Pacific time ("**Support Hours**"). "**Business Days**" means all days excluding Saturdays, Sundays and the federal legal public holidays specified in 5 U.S.C. § 6103(a).

(b) Customer may initiate a helpdesk ticket during Support Hours by emailing [support@politicaldata.com](mailto:support@politicaldata.com)

(c) PDI will use commercially reasonable efforts to respond to helpdesk tickets, if any, opened by the Customer, through email and/or phone or any other reasonable helpdesk ticket mechanism specified by PDI, within one Business Day. PDI will be deemed to have responded if it makes a good faith effort to contact the Customer within one Business Day, even if that attempt does not succeed in reaching a Customer representative within the response time. PDI will fulfill its support obligations if it responds to a helpdesk ticket within one Business Day, whether or not it succeeds in resolving the issue that prompted the helpdesk ticket within one Business Day.

(d) PDI will provide the Customer an estimate on providing a resolution to open helpdesk tickets.

(e) PDI and the Customer will mutually prioritize the resolution of helpdesk tickets.

(f) PDI may close a helpdesk ticket without further responsibility or obligation if the Customer does not provide appropriate feedback to PDI within 30 days of receiving a fix, or if the Customer fails to respond to a request for additional information within a reasonable time.

(g) PDI will use commercially reasonable efforts commensurate with the then applicable industry standards to provide the support services set forth herein in a professional and workmanlike manner, but PDI does not guarantee or warrant (a) that every question or problem raised by a helpdesk ticket will be resolved, or (b) that use of any Services will be uninterrupted or error-free, or that any errors or defects in the Services will be corrected, or that the functionality of any Services will meet the Customer's requirements.

Except expressly provided for in these Terms, You acknowledge and agree that PDI will have no obligation to provide you with any support or maintenance in connection with the Services, unless you have purchased a paid support plan or subscribed to a paid subscription that includes support.

#### **4.2 Feedback**

If you provide PDI with any feedback or suggestions regarding the Site or the Services ("Feedback"), you hereby assign to PDI all rights in such Feedback and agree that PDI shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. PDI will treat any Feedback you provide to PDI as non-confidential and non-proprietary. You agree that you will not submit to PDI any information or ideas that you consider to be confidential or proprietary.

## **Section 5 – Enforcement / Legal Matters**

### **5.1 Enforcement**

We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include, if applicable, removing or modifying your User Content, terminating your Account in accordance with **Section 1.9**, and/or, reporting you to law enforcement authorities.

### **5.2 Indemnification**

You agree to indemnify and hold PDI and its affiliates and their respective officers, managers, members, owners, employees, and agents and all of their respective affiliates, successors and assigns harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, including, without limitation, any disputes between you and other users of the Site, or (b) your violation or breach of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. PDI reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of PDI. PDI will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **5.3 Release**

You hereby release and forever discharge PDI and its affiliates and their respective officers, directors, managers, owners, members, shareholders, employees, agents, and our and their respective successors and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage such as loss of User Content), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site or the Services, including, without limitation, any intellectual property

infringement claims with respect to User Content and any interactions with, or act or omission of, other Site users or any third-party links and ads. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

#### **5.4 Disclaimers**

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND PDI (AND OUR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR LICENSORS AND SUPPLIERS) MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE QUALITY OR ACCURACY OF THE SERVICES AND THE SITE, INCLUDING, WITHOUT LIMITATION, THE QUALITY OF ANY VOTER FILES, THAT THE SITE AND THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, FREE OF TECHNICAL OR TYPOGRAPHICAL ERRORS, THAT ANY ERRORS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE OR SERVICES WILL PROVIDE SPECIFIC RESULTS, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. YOU ARE ASSUMING THE ENTIRE RISK AS TO THE SERVICES' AND SITE'S, INCLUDING, WITHOUT LIMITATION, THE VOTER DATA'S QUALITY AND PERFORMANCE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE VOTER DATA, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE EARLIEST OF THE DATE OF FIRST USE OF THE SITE OR DATE OF FIRST USE OF THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

No PDI agent or employee is authorized to make any modifications or additions to the provisions of this **Section 5.4**.

#### **5.5 Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PDI (OR OUR LICENSORS AND OTHER SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES OR HOWEVER ELSE ARISING, INCLUDING, WITHOUT LIMITATION, THE USE OF ANY VOTER FILES, IF APPLICABLE, EVEN IF PDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OR THE USE OF THE SERVICES PROVIDED TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR LICENSORS AND OTHER SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **5.6 Injunctive Relief**

User agrees that any breach by User of this Section 3 is likely to cause irreparable injury for which PDI would have no adequate remedy at law. Therefore, in the event of such a breach or threatened breach PDI will be entitled to seek injunctive relief, without limiting any other rights or remedies that may be available to it and User agrees to waive any requirement for the securing or posting of any bond in connection with any PDI efforts to seek injunctive relief in accordance with this Section 3.13.

### **5.7 Copyright Policy**

PDI respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Site who are infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to us at [support@politicaldata.com](mailto:support@politicaldata.com):

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

### **5.8 Dispute Resolution**

Please read this Arbitration Agreement carefully. It is part of your contract with PDI and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by PDI that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and PDI, and to any subsidiaries,

affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to PDI should be sent to: Political Data Intelligence, LLC. Attention: Disputes, P.O. Box 59570, Norwalk, CA 90652. After the Notice is received, you and PDI may attempt to resolve the claim or dispute informally. If you and PDI do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. If required by law, any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise; provided, however, that if not required by law, all hearings shall be conducted in Orange County, California. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-Appearance Based Arbitration. Non-appearance based arbitration shall be utilized for the arbitration and the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) Time Limits. If you or PDI pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and PDI, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and PDI.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and PDI in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND PDI WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Limited Period to Bring a Claim Against PDI. Any disputes or claims under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

(j) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

(k) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(l) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(m) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with PDI.

(n) Small Claims Court. Notwithstanding the foregoing, either you or PDI may bring an individual action in small claims court.

(o) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(p) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(q) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Orange County, California, for such purpose.

## **5.9 Export**

The Site and the Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S.

technical data acquired from PDI, or any products or Services utilizing such data, in violation of the United States export laws or regulations.

#### **5.10 Disclosures**

PDI is located at the address in **Section 5.12a**. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing.

#### **5.11 Copyright / Trademark Information**

Copyright © 2022 Political Data Intelligence, LLC. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

#### **5.12 Contact Information**

Address: Political Data Intelligence, LLC  
Attention: President  
P.O. Box 59570  
Norwalk, CA 90652

Email: [support@politicaldata.com](mailto:support@politicaldata.com)

#### **5.13 Force Majeure**

PDI will not be liable for any failure or delay in performing an obligation under these Terms that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown or failure of data centers, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.