

## **Voter's Edge Candidate Terms of Use**

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### **Overview**

This Terms of Use is a binding agreement between you and Voter's Edge (a project of MapLight and in partnership with the League of Women Voters of California Education Fund for Voter's Edge California) regarding the use of the Voter's Edge Candidate Profile website and associated services ("VE," the "Platform", the "Service", or the "Site"). Please read this Terms of Use before using or submitting content in any form or medium.

The terms "we", "us", and "Voter's Edge" refers to the partnership between MapLight, a California-based 501(c)(3) organization with its headquarters in Berkeley, California, and the League of Women Voters of California Education Fund, a California-based 501(c)(3) organization with its headquarters in Sacramento, California.

If you do not agree with this Terms of Use, do not use or access the Service for any purpose.

A link to a Portable Document Format (PDF) version of the policy can be found here:

<https://votersedge.org/ca/page/candidate-terms-of-use-pdf>.

Please review VE's Privacy Policy at <https://votersedge.org/ca/page/candidate-privacy-policy-pdf> in conjunction with these Terms of Use. If you do not agree to this Privacy Policy, please do not use the Service.

### **Description of the Service**

The Service is a project of MapLight, and in California, a joint project of MapLight and the League of Women Voters California Education Fund to provide voters objective, comprehensive non-partisan information on elections, politics, and government. The Service is provided free-of-charge to voters as a public service.

VE reserves the right to immediately change, suspend, remove, or discontinue any part of the Service or any content for any reason, without prior notice or liability.

VE reserves the right to modify these Terms of Use at any time, and without prior notice, by posting amended terms to these policies. Once you have submitted an email address to our site, you authorize VE to communicate with you via email.

### **Candidate User Conduct**

Conditions of Use. As a condition of use, you agree to all of the following:

- You acknowledge that the Service is for personal use only. You agree that you will not use the site for commercial purposes.
- You are responsible for all activity that occurs under your name, profile, or other online identities.
- You are solely responsible for your conduct and any content (defined below) that you submit, post, and display on the Service, or that you allow others to submit, post and/or display on the site under your name, profile, or other online identities.
- You may not harass, threaten, impersonate, or intimidate other Service users.
- You may not misrepresent your identity or affiliation with us or any other person or entity when using any function or service on the Service.
- You may not upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically, or otherwise objectionable.
- You may not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links" or any other form of solicitation, regardless of whether such material is commercial or non-commercial in nature.
- You may not transmit any worms or viruses or any code of a destructive or disruptive nature.
- You may not violate any local laws in your jurisdiction (including, but not limited to, intellectual property laws).
- You may not use the Service for any illegal or unauthorized purpose.
- You may not access, "hack," alter, or otherwise use any part of the Service in any manner that you do not have access to or exceeds your authorized access.
- You may not utilize any bugs, robots, or other technological device to access or extract any data or information contained on the Service or its servers.
- You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material. By posting any material on the Service, you thereby grant VE

a non-exclusive, perpetual, worldwide royalty-free right to publish, redistribute, or otherwise use such content in connection with the Service or any associated services.

- You agree that you shall be solely responsible for your own content and the consequences of posting it.
- VE reserves the right, in its sole and absolute discretion, to reject, refuse to post or remove any posting by you, or to restrict, suspend or terminate your access to all or any part of the Service at any time, for any or no reason, without prior notice or warning, and without liability.

### **Suspension or Termination of Use**

We may discontinue or suspend the site or terminate your access to it. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Service (or any part thereof) with or without prior notice. You agree that VE shall not be liable to you or any third party for any such modification, suspension, or discontinuance of the Service. In addition, we reserve the right to terminate your access to the Service for any reason, and to take any other actions that VE, in its sole discretion, believes to be in the interest of the project and of our users as a whole.

### **Express Warranties from Candidate**

#### ***Terms of Participation***

If you choose to submit your campaign and candidate information to Voter's Edge California, you must agree to the following terms:

*“By providing content to Voter’s Edge California (VEC), I agree to the following terms:*

- *The content shall not, in any way, make reference to other candidates for this office or to another candidate’s qualifications, character, or activities. Moreover, the content shall not contain any demonstrably false, slanderous, or libelous statements or any obscene or profane language, statements or insinuations.*
- *I accept responsibility for the truth and accuracy of the content submitted to VE by myself, the candidate, or by my designated preparer.*
- *I agree that the content submitted to VE may be published for this election and retained in a permanent public archive.”*

The content you submit will be reviewed by Voter's Edge California team members to determine that the minimum content has been submitted and that there has been no reference to an opponent -- either directly, indirectly, positively, or negatively. If the content that you have submitted is deemed suitable under those review standards, then we will publish it to Voter's Edge California, where it will then be visible to the general public on [votersedge.org/ca](http://votersedge.org/ca). If a particular piece of content that you have submitted does not pass review, then you will receive an email explaining why the content was not published.

### ***Terms of Participation for Video Submissions***

Candidates may submit links to up to five (5) videos for display on their Voter's Edge California profiles. In order to post links to videos, candidates must agree to the video terms of participation:

- *"This video is focused on my policy positions and/or my experience, not my opponent(s). Moreover, the video shall not contain any demonstrably false, slanderous, or libelous statements or any obscene or profane language, statements or insinuations.*
- *I accept responsibility for the truth and accuracy of the content of this video. I agree that the video may be published for this election and retained in a permanent public archive."*

### **Ownership of Voter's Edge Content and Service**

The Service itself, all content and other subject matter included on or within the Service, and all Intellectual Property Rights in or related to the Service or any such content or other subject matter ("VE Content") are the property of VE and its licensors. Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit the VE Content without our permission.

Subject to the terms and conditions of these Terms, we grant you a license to use the Service, including accessing and viewing VE Content, for your personal, noncommercial use. VE may terminate this license at any time for any reason or no reason. Except for the rights and licenses expressly granted, VE reserves all other rights and no other rights are granted by implication or otherwise.

### **Disclaimer of Warranty**

OUR SITE IS AVAILABLE "AS IS." WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE NEWS, INFORMATION, OR OTHER MATERIALS AVAILABLE THROUGH OUR SITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE OR ANY INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH OUR SITE. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED, OR DISTRIBUTED ON THIS SITE OR AVAILABLE THROUGH LINKS ON OUR SITE. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS ON OUR SITE. WE DO NOT GUARANTEE OR WARRANT THAT OUR SITE OR MATERIALS ARE FREE FROM ERRORS DEFECTS, OR FAILURES, INCLUDING, WITHOUT LIMITATION, VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE MATERIALS, AND WE EXPRESSLY DISCLAIM ANY LIABILITY FOR DAMAGE CAUSED BY SUCH ISSUES. IF YOU RELY ON OUR SITE AND ANY MATERIALS AVAILABLE THROUGH OUR SITE, YOU DO SO SOLELY AT YOUR OWN RISK.

OUR SITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, DATA, OR OTHER INFORMATION CREATED BY US OR BY THIRD PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT ON OUR SITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT, INCLUDING DATA, IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE. IN ADDITION, WE STRONGLY URGE YOU TO BACK UP ALL OF THE PERSONAL CONTENT THAT YOU MAINTAIN ON THE SITE.

### **Disclaimer of Consequential Damages**

IN NO EVENT SHALL VE, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED ON VE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND STATUTORY DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE VE AND VE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **California Residents**

If you are a California resident, you agree to waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." In other words, understand that VE will be relieved of all liability arising from unknown or unsuspected claims. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on VE, in the event that you have a dispute with one or more users, you release VE (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

VE may contain inaccuracies or typographical errors. VE makes no representations about the accuracy, reliability, completeness, or timeliness of any VE content. The use of all VE content is at your own risk. Changes are periodically made to VE and may be made at any time. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on VE.

VE cannot guarantee and does not promise any specific results from use of VE. No advice or information, whether oral or written, obtained by a user from VE shall create any warranty not expressly stated herein.

### **Limitation of Liability**

VE'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH VE OR YOUR USE OF VE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

VE and its affiliates and employees are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including, without limitation, lost revenues or

profits, loss of business or loss of data, in any way related to this site or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our site (including, without limitation, as a result of breach of any warranty or other term of these Terms of Use).

### **Miscellaneous**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by VE without restriction. Any attempt to assign or transfer these Terms of Use and any rights and licenses will be null and void.

Entire Agreement. The Terms of Use, including VE's Privacy Policy, which are hereby incorporated by reference, constitute the entire agreement between you and VE and governs your use of the site, superseding any contemporaneous or prior agreements between you and VE.

Governing Laws. The Terms of Use will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

Waiver and Severability. The failure of VE to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is invalid, illegal, or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties to this Agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

Notices. VE may provide you with notices, including, without limitation, those regarding changes to the Terms of Use and other site-related announcements, by postings on the site (for example, by posting to the blog, or on the relevant page(s) of the site affected by such changes) or via email.

Limitation on Claims. Any action concerning the site must be brought within one (1) year after the reason for the action arises, or the claim is barred.

Legal Obligations and Law Enforcement. VE may be legally compelled to disclose certain information. You agree that in the event VE receives a subpoena issued by a court or from a law enforcement or government agency, VE may have to comply with such subpoenas without your consent or prior notice to you and may need to disclose your IP address, name, IP location, or other information in response thereto.