

VaOurWay PLATFORM

TERMS OF SERVICE

PLEASE READ THE AGREEMENT BELOW AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "SUBMIT" BUTTON. BY CLICKING THE "SUBMIT" BUTTON, YOU ARE INDICATING THAT YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE VaOurWay PLATFORM OR ANY ASSOCIATED SERVICES.

Scope. The VaOurWay Terms of Service consist of the Terms of Service and the Privacy Policy ([click here to link](#)). The Terms of Service constitutes an agreement between you and VaOurWay.org that allows you to make use of the VaOurWay website located at VaOurWay.org (the “**Site**”) and the relevant services associated with the Site (collectively, the “**Platform**”) so long as you comply with the requirements of the Terms of Service. The Platform is owned and operated by VaOurWay.org, a Virginia limited liability company with offices located at 198 Van Buren Street, Suite 200 Presidents Plaza, Herndon, Virginia 20170 (“**VaOurWay**” or “**We**” or “**Us**”).

Applicability. The Platform is intended to facilitate elections.

GENERALLY APPLICABLE TERMS AND CONDITIONS

ELIGIBILITY FOR USE

To use the Platform, you must be at least 18 years of age. VaOurWay does not intentionally make its services available for use by persons under 18. Although the Site is readily accessible to the public, use of the Platform and its functionalities requires registration.

ACCOUNT REGISTRATION

To access the Platform, you must first register to establish an individual user account (“**Account**”), by providing certain information. You agree that you will not create more than one Account, or create an account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Platform and, if applicable, in order for users to send notices and other information to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account registration form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service.

ACCESS CONTROLS

Access to the Platform is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Platform using your username and password. Please notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Platform using your username and password. We reserve the right to suspend your use of the Platform, or revoke or deactivate your username and password at any time.

END USER CONTENT

You are fully responsible for any information, data, photographs, images or other Content uploaded or posted using the VaOurWay Platform (collectively, “**End User Content**”), and assume any and all risks associated with sharing such information online. By uploading, posting or otherwise making available any End User Content, you represent that you own or have the right to publish such End User Content; and (ii) you grant to VaOurWay a non-exclusive, royalty-free license in perpetuity to use, copy and distribute such End User Content, consistent with applicable law.

INTELLECTUAL PROPERTY

Ownership. All of the content available on or through the Service (except for the End User Content) is the property of VaOurWay or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law (collectively, “**VaOurWay Content**”).

We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone, including but not limited to others in your organization. All software and accompanying documentation made available for download from the Service is the copyrighted work of VaOurWay or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

Marks. All VaOurWay trade and service names and logos (collectively, the “**Marks**”) are trademarks of VaOurWay.org. All other brands and names are the property of their respective owners. Nothing contained in the Service should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of VaOurWay or such third-party that may own the trademark.

Limited License for Use of Platform. Subject to the provisions of these Terms of Service, VaOurWay hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the VaOurWay

Platform to the extent, and only to the extent, necessary to access and use the Platform and any associated services.

License Restrictions. The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Platform; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Platform to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

ACCEPTABLE USE OF PLATFORM

You agree that you will not access or use the Platform in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these Terms of Service. You will not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You will not attempt to disrupt the operation of the Platform by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You will not use the Platform in any manner that could damage, disable or impair any service associated with it. You will not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You will not use any robot, scraper or other means to access the Platform for any purpose.

CHANGES TO THE AGREEMENT

We may, in our sole discretion, from time to time, and without prior notice, modify or amend these Terms of Service. It is your responsibility to review these terms and conditions each time you use this website. Your continued use of the Platform constitutes your acceptance of any changed terms and conditions; if you do not agree with any changed terms and conditions, you must cease your use of the Platform immediately.

CHANGES TO THE PLATFORM

We reserve the right to change, suspend, or discontinue all or any part of the Platform, temporarily or permanently, without prior notice. We also reserve the right to delete or change any username or password at any time, for any legal reason.

LINKED THIRD-PARTY SITES

Areas of the Platform may contain links to other websites operated by unrelated third parties. Please note that when you click on any of these links, you are entering another website over which we have no responsibility or control. Our inclusion of any link on the Platform does not imply affiliation, endorsement or adoption by us of the linked site or any information contained therein. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites, as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such third-party links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

TERM AND TERMINATION

The Agreement formed by your acceptance of these Terms of Service commences upon such acceptance, and continues in force for the entire time you make use of the Platform, until that use ceases or is terminated by either Party. We may in our sole discretion temporarily suspend or terminate your access to the Platform at any time, for any legal reason. VaOurWay may in its discretion refuse to provide, or continue to provide, access to the Platform to any person, entity or organization at any time, for any legal reason.

INDEMNIFICATION

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend VaOurWay and its parents, subsidiaries, affiliates, licensors, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "**Indemnified Parties**" and each, individually, an "**Indemnified Party**") against all costs, expenses, liabilities and damages (including reasonable attorneys' and expert witness' fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of your obligations set forth in this Agreement. You agree that you will not settle any third-party claim affecting the Indemnified Parties (or any of them) without the prior written consent of such Indemnified Party or Parties.

RELEASE AND WAIVER

You hereby release and hold VaOurWay, its licensors, suppliers and providers and any third party who promotes the Platform or provides you with a link to the Platform harmless from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Platform. To the full extent permissible under applicable law, you waive the provisions of any state or local law limiting or prohibiting a general release.

EXCLUSIVE REMEDY

In the event of any problem with the Platform or any of its content, you agree that your sole remedy is to cease using the Platform. In no circumstances shall VaOurWay, any VaOurWay licensor or supplier, or any third party who promotes the Platform or provides you with a link to the Platform be liable in any way for your use of the Platform or any of its content, including, but not limited to, any errors or omissions in any such content, any infringement by any content of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of any content.

WAIVER OF RIGHT TO SUE

YOU AGREE THAT ANY DISPUTES BETWEEN YOU AND VAOURWAY WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, AND RESOLVED BY BINDING ARBITRATION IN THE COMMONWEALTH OF VIRGINIA. YOU AGREE TO WAIVE YOUR RIGHT TO LITIGATE DISPUTES WITH VAOURWAY IN COURT, EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, AND AGREE TO ABIDE BY THE DETERMINATION MADE BY A NEUTRAL ARBITRATOR PURSUANT TO SUCH ARBITRATION.

NO WARRANTY

Access to the Platform and the information contained therein is provided "as is" and "as available" without any warranty of any kind, express or implied. To the fullest extent permissible pursuant to applicable law, VaOurWay disclaims all warranties of any kind, either express or implied, including but not limited to any implied warranties of title, merchantability, or fitness for a particular purpose or non-infringement. Without limiting the foregoing, we do not warrant that access to the Platform will be uninterrupted or error-free, or that defects, if any, will be corrected; nor do we make any representations about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security, legality or suitability of the service or any of the information contained therein. You expressly agree that your use of the Platform and your reliance upon any of its contents is at your sole risk.

You shall be solely and fully responsible for any damage to the service or any computer system, any loss of data, or any improper use or disclosure of information on the service caused by you or any person using your username or password. VaOurWay cannot and does not assume any responsibility for any loss, damages or liabilities arising from the failure of any telecommunications infrastructure, or the internet or for your misuse of any information, advice, ideas, information, instructions or guidelines accessed through the service.

LIMITATION OF LIABILITY

In no circumstances shall VaOurWay, its licensors or suppliers or any third party who promotes the Platform or provides you with a link to the service, be liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on your computer or otherwise) arising from or in connection with your use of the Platform, whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised in advance of the possibility of such damages.

OPERATION OF THE PLATFORM; RECORD RETENTION

We reserve complete and sole discretion with respect to the operation of the Platform. Subject to applicable law, we reserve the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform without prior notice pursuant to our internal record retention and/or destruction policies.

NOTICES

You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Platform or related services (collectively, "**Notices**"). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Platform or otherwise through our site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery.

You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the Platform.

INTERNATIONAL USE

The Platform is designed for and intended only for users in the United States. We make no representation that the information and services provided on the Platform are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Platform from territories where the content is illegal is prohibited. If you choose to access the Platform from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

COPYRIGHT ACT

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Platform or the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be

removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>.

MISCELLANEOUS PROVISIONS

Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its rules on conflicts or choice of law. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Commonwealth of Virginia situated in Fairfax County, Virginia for the resolution of any dispute based upon or relating to this Agreement.

Entire Agreement. This Agreement constitutes the sole Agreement between you and VaOurWay relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or VaOurWay.

Severability. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole.

Waiver. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by VaOurWay of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Assignment. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part without the prior written consent of VaOurWay.org. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns.

Waiver of Jury Trial. If any dispute under this Agreement is not resolved by binding arbitration and is instead brought before a court, you hereby voluntarily agree to waive any rights you may have to a trial by jury.

Electronic Facsimiles. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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