

DEMOCRATIC PARTY OF EVANSTON

TERMS OF USE

EFFECTIVE DATE: MAY 9, 2019

These terms of use (“Terms of Use”) are provided on behalf of the Democratic Party of Evanston including our volunteers (collectively referred to as “DPOE”, “we,” “us” and “our”). These Terms of Use apply to your access to, and use of, the web site (the “Site”) operated by the DPOE.

Each time you use our Site you acknowledge that you have read, understand and agree to be bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, you should not access or use the Site and/or participate in any event or activity we provide (“Activities”). If there is any inconsistency between these Terms of Use and another agreement you enter into that is applicable to the Site or Activities, then the other agreement will take precedence as it applies to the Site or Activities.

ELIGIBILITY

The Site and Activities are intended solely for users who are 18 years of age or older, and any use of the Site or Activities by anyone under 18 is unauthorized and in violation of these Terms of Use. By visiting the Site and/or participating in any Activity we provide you represent you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or violate any other agreement with us, we may prohibit you from using or accessing the Site or participating in any Activities.

YOUR INFORMATION AND INFORMATION SHARING – PRIVACY POLICY

We collect information about you when you use the Site, when you participate in our Activities, when we access voter and volunteer databases such as those from NGP VAN, Inc. (“Database”) or when you otherwise provide information to the DPOE. Some of the information we collect reveals your specific identity or is directly tied to your specific identity such as your name and address. Some of the information we collect does not reveal your specific identity such as your browser and device information or information collected through cookies. Please review our Privacy Policy [[Privacy Policy link](#)] before visiting our Site, participating in an Activity or otherwise provide information to us. The terms of the Privacy Policy are incorporated into these Terms of Use.

RESTRICTIONS ON YOUR USE OF SITE AND PARTICIPATION IN ACTIVITIES

You agree to abide by all applicable laws and regulations in your use of the Site and when you participate in an Activity. You agree to:

- Provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (“Registration Data”);

- Maintain the security of your password and identification;
- Maintain and promptly update the Registration Data, and any other information you provide to the DPOE, to keep it accurate, current and complete; and
- Accept all risks of unauthorized access to the Registration Data and any other information you provide to the DPOE.

The Site may include interactive areas or Activities (“Interactive Areas”), such as forums, blogs, chat rooms or message boards, or other areas or Activities in which you or other users may create, post, share or store content, messages, materials, data, information, text, graphics, audio, video, or other items or materials on the Site (“User Content”). By using the Site or participating in any Activity including any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site or any Activity any of the following:

- Duplicate registrations, or registrations on behalf of an individual other than yourself or on behalf of any group or entity;
- Content that may constitute libel or slander or that infringes or violates someone else’s rights or is protected by any copyright or trademark, or otherwise violates the law;
- Content that in our judgment is objectionable, such as content that is harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful or otherwise objectionable; that restricts or inhibits any other person from using or enjoying the Site or our Activities; or that may expose us or our users to any harm or liability of any type;
- Any unsolicited or unauthorized political campaigning, advertising, solicitations or promotional materials, or any other form of solicitation;
- Any personal or financial information of any third party; or
- Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You also agree not to:

- Use the Site or any Activity in any manner that could damage, disable, overburden or impair the DPOE, the Site or our Activities;
- Harvest or collect email addresses or other contact information of our users from the Site or through any Activity by electronic or other means, including via the use of automated scripts;
- Use the information or content on our Site or provided with an Activity to send unwanted mail to any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- Solicit personal information from anyone under 18;
- Solicit passwords or personally identifying information for commercial or unlawful purposes.

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

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Our Site may contain links to other websites that we do not own or operate (“third-party websites”). When you use a link online to visit a third-party website, you will be subject to that website’s privacy and security practices, which may differ from ours. We are not responsible for the content or privacy and security practices and policies of these websites or any other websites that are linked to/from our Site. You should familiarize yourself with the privacy policy, terms of use and security practices of the linked third-party website before providing any information on that website.

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- Confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- Identify the copyrighted work or works you claim have been infringed;
- Identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material you claim is infringing);
- Provide your contact details, including an email address; and
- Provide a statement that the information you have provided is accurate and that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

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We reserve the right to temporarily or permanently modify or discontinue the Site, or any portion of the Site, for any reason, without notice to you. We may also change these Terms of Use from time to time without notice to you. Please review these Terms of Use from time to time because your continued access or use of the Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use.

NO WARRANTY; ERRORS; DISCLAIMERS

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LIMITATION OF LIABILITY

You agree that all access and use of the Site and its contents and your participation in any Activity is at your own risk. Neither we nor any third party involved in creating, producing or delivering the Site and/or the Activities has or will have any responsibility for any consequences relating, directly or indirectly, to any action or inaction that you may take based on the Site and/or the Activities, or any aspect thereof. All such parties will not be held liable for any defects, faults, interruptions or delays in the operation or transmission of the site or any activity, and/or any inaccuracies, errors or omissions in the information contained in the site and/or the activities.

Under no circumstances will any of the DPOE parties be held liable for any indirect, incidental, special, consequential, exemplary, punitive or other damages, including, but not limited to, lost profits, arising out of, based on, resulting from or in connection with the site and/or the activities, these terms of use or your use or inability to use any of the foregoing, even if the DPOE parties have been advised of the possibility of such damages. All of these limitations apply regardless of the cause or form of action, whether the damages are claimed under the terms of a contract, tort or otherwise, and even if we or our representatives have been negligent or have been advised of the possibility of such damages. No action arising out of or pertaining to these terms of use may be brought more than one (1) year after the cause of action has arisen.

INDEMNITY

You agree to indemnify, defend and hold harmless the DPOE Parties from and against any and all third-party actions, suits, claims and/or demands and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') submitted content, use or misuse of any aspect of the Activities or the Site, or your violation of these Terms of Use. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Site and/or the Activities reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and that of any such third party.

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CHILDREN'S PRIVACY

We do not knowingly solicit information from, children under 13, and children under 13 should not provide information to DPOE online. If a parent or guardian becomes aware that his or her child under the age of 13 has provided us with information without their consent, he or she should contact us. We will delete such information from our files.

MISCELLANEOUS

These Terms of Use shall be governed in all respects by the laws of the State of Illinois, without regard to its provisions relating to conflict of laws. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. Your obligations under these Terms of Use are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Site and/or the Activities or any aspect thereunder, in whole or in part, without our prior written consent.

HOW YOU CAN CONTACT US

If you have questions or concerns regarding this Policy, please contact:

Democratic Party of Evanston

Attention: Data & Technology Committee Chair

Email address: evanstondems@gmail.com

Phone: 847.868-8657