

Service Agreement - Terms and Conditions

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the ezVoteOnline.com website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and ezVoteOnline, LLC ("ezVoteOnline, LLC", "we", "us " or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and ezVoteOnline, LLC, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Accounts Creation

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

User content

We do not own, or take any responsibility for, any data, information or material (collectively, "Content") that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but have no obligation to, monitor and review the Content on the Website submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. We do not share, sell or distribute your Content.

Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or refund purchased services. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address and/or number provided at the time the account was established, or by any other contact data we acquire.

Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to availability and services. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Third party services

ezVoteOnline uses third party services. Be advised that the use of such other services are governed solely by the terms and conditions of those service providers, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against ezVoteOnline, LLC with respect to such other services. ezVoteOnline, LLC is not liable for any damage or loss caused or alleged to be caused by or in connection with those services, or reliance on the privacy practices, data security processes or other policies of those services. You are not required to register for or log into such other services. By using ezVoteOnline, you are expressly permitting us to disclose your data as necessary to facilitate the use of those services.

Backups

We perform regular backups of the Website and its Content, however, these backups are for our own administrative & data recovery purposes only, and are in no way guaranteed. You are responsible for maintaining your own backups of your data. We do not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly. We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty.

Advertisements

ezVoteOnline, LLC does not utilize, or participate with, any third party advertisers or promotions.

Links to other resources/utilities

Although the website may link to other third party utilities (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources/utilities. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. ezVoteOnline does not offer "affiliate links".

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or

transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by ezVoteOnline, LLC or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with ezVoteOnline, LLC. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of ezVoteOnline, LLC or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of ezVoteOnline, LLC or third party trademarks.

Disclaimer of warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will ezVoteOnline, LLC, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of ezVoteOnline, LLC and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid by you to ezVoteOnline, LLC for the services rendered or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Maryland, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Anne Arundel County Maryland, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form or send an email to support@ezVoteOnline.com.

Acceptable use policy

This acceptable use policy ("Policy") sets forth the general guidelines and acceptable and prohibited uses of the ezVoteOnline.com website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Policy is a legally binding agreement between you ("User", "you" or "your") and ezVoteOnline, LLC ("ezVoteOnline, LLC", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and ezVoteOnline, LLC, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Prohibited activities and uses

You may not use the Website and Services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this Policy:

- Distributing malware or other malicious code.
- Disclosing sensitive personal information about others.
- Collecting, or attempting to collect, personal information about third parties without their knowledge or consent.
- Distributing pornography or adult related content.
- Promoting or facilitating prostitution or any escort services.
- Hosting, distributing or linking to child pornography or content that is harmful to minors.
- Promoting or facilitating gambling, violence, terrorist activities or selling weapons or ammunition.
- Engaging in the unlawful distribution of controlled substances, drug contraband or prescription medications.
- Managing payment aggregators or facilitators such as processing payments on behalf of other businesses or charities.
- Facilitating pyramid schemes or other models intended to seek payments from public actors.
- Threatening harm to persons or property or otherwise harassing behavior.
- Misrepresenting or fraudulently representing products or services.
- Infringing the intellectual property rights of others.
- Facilitating, aiding, or encouraging any of the above activities through the Website and Services.

System abuse

Any User in violation of the Website and Services security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following:

- Use or distribution of tools designed for compromising security of the Website and Services.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.
- Accessing another network without permission, including to probe or scan for vulnerabilities or breach security or authentication measures.
- Unauthorized scanning or monitoring of data on any network or system without proper authorization of the owner of the system or network.

Service resources

You may not consume excessive amounts of the resources of the Website and Services or use the Website and Services in any way which results in performance issues or which interrupts the Services for other Users. Prohibited activities that contribute to excessive use, include without limitation:

- Deliberate attempts to overload the Website and Services and broadcast attacks (i.e. denial of service attacks).
- Engaging in any other activities that degrade the usability and performance of the Website and Services.

No spam policy

You may not use the Website and Services to send spam or bulk unsolicited messages. We maintain a zero tolerance policy for use of the Website and Services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM").

Your products or services advertised via SPAM (i.e. Spamvertised) may not be used in conjunction with the Website and Services. This provision includes, but is not limited to, SPAM sent via fax, phone, postal mail, email, instant messaging, or newsgroups.

Sending emails through the Website and Services to purchased email lists ("safe lists") will be treated as SPAM.

Defamation and objectionable content

We value the freedom of expression and encourage Users to be respectful with the content they post. We are not a creator of User content and are not in a position to investigate the veracity of individual defamation claims or to determine whether certain material, which we may find objectionable, should be censored. However, we reserve the right to moderate, disable or remove any content to prevent harm to others or to us or the Website and Services, as determined in our sole discretion.

Copyrighted content

Copyrighted material must not be published via the Website and Services without the explicit permission of the copyright owner or a person explicitly authorized to give such permission by the copyright owner. Upon receipt of a claim for copyright infringement, or a notice of such violation, we may, at our discretion, run an investigation and, upon confirmation, may remove the infringing material from the Website and Services. We may terminate the Service of Users with repeated copyright infringements. Further procedures may be carried out if necessary. We will assume no liability to any User of the Website and Services for the removal of any such material. If you believe your copyright is being infringed by a person or persons using the Website and Services, please get in touch with us to report copyright infringement.

Security

You take full responsibility for maintaining reasonable security precautions for your account. You are responsible for protecting and updating any login account provided to you for the Website and Services. You must protect the confidentiality of your login details, and you should change your password periodically.

Enforcement

We reserve our right to be the sole arbiter in determining the seriousness of each infringement and to immediately take corrective actions, including but not limited to:

- Disabling or removing any content which is prohibited by this Policy, including to prevent harm to others or to us or the Website and Services, as determined by us in our sole discretion.
- Reporting violations to law enforcement as determined by us in our sole discretion.
- A failure to respond to an email from our abuse team within 2 days, or as otherwise specified in the communication to you, may result in the suspension or termination of your account.

Suspended and terminated User accounts due to violations will be re-activated at the sole discretion of ezVoteOnline, LLC.

Nothing contained in this Policy shall be construed to limit our actions or remedies in any way with respect to any of the prohibited activities. In addition, we reserve at all times all rights and remedies available to us with respect to such activities at law or in equity.

Reporting violations

If you have discovered and would like to report a violation of this Policy, please contact us immediately. We will investigate the situation and provide you with full assistance.

Changes and amendments

We reserve the right to modify this Policy or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Policy on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to it, you may do so via the contact form or send an email to support@ezVoteOnline.com.

Refund policy

We may or may not, at our discretion, provide refunds after services are rendered, which you acknowledge prior to purchasing any product on the Website. Please make sure that you've carefully read and/or understand service description before making a purchase.

Contacting us

If you would like to contact us concerning any matter relating to this Refund Policy, you may do so via the contact form or send an email to support@ezVoteOnline.com.

DMCA policy

This Digital Millennium Copyright Act policy ("Policy") applies to the ezVoteOnline.com website ("Website" or "Service") and any of its related products and services (collectively, "Services") and outlines how ezVoteOnline, LLC ("ezVoteOnline, LLC", "we", "us" or "our") addresses copyright infringement notifications and how you ("you" or "your") may submit a copyright infringement complaint.

Protection of intellectual property is of utmost importance to us and we ask our users and their authorized agents to do the same. It is our policy to expeditiously respond to clear notifications of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("DMCA") of 1998, the text of which can be found at the U.S. Copyright Office website.

What to consider before submitting a copyright complaint

Please note that under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us, if you knowingly misrepresent that the material or activity is infringing. If you are unsure whether the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a notification with us.

We may, at our discretion or as required by law, share a copy of your notification or counter-notification with the account holder engaged in the allegedly infringing activity or for publication. If you are concerned about your information being forwarded, you may wish to use an agent to report infringing material for you.

Notifications of infringement

If you are a copyright owner or an agent thereof, and you believe that any material available on our Services infringes your copyrights, then you may submit a written copyright infringement notification ("Notification") using the contact details below pursuant to the DMCA by providing us with the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by this Notification, you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identification of the infringing material and information you claim is infringing (or the subject of infringing activity), including at a minimum, if applicable, the URL or URLs of the web pages where the allegedly infringing material may be found.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf.

All such Notifications must comply with the DMCA requirements. You may refer to a DMCA takedown notice generator or other similar services to avoid making mistake and ensure compliance of your Notification.

Filing a DMCA complaint is the start of a pre-defined legal process. Your complaint will be reviewed for accuracy, validity, and completeness. If your complaint has satisfied these requirements, our response may include the removal or restriction of access to allegedly infringing material as well as a permanent termination of repeat

infringers' accounts. A backup of the terminated account's data may be requested, however, we may not be able to provide you with one and, as such, you are strongly encouraged to take your own backups.

If we remove or restrict access to materials or terminate an account in response to a Notification of alleged infringement, we will make a good faith effort to contact the affected user with information concerning the removal or restriction of access, which may include a full copy of your Notification (including your name, address, phone, and email address), along with instructions for filing a counter-notification.

Notwithstanding anything to the contrary contained in any portion of this Policy, ezVoteOnline, LLC reserves the right to take no action upon receipt of a DMCA copyright infringement notification if it fails to comply with all the requirements of the DMCA for such notifications.

Counter-notifications

A user who receives a copyright infringement Notification may make a counter-Notification pursuant to sections 512(g)(2) and (3) of the US Copyright Act. If you receive a copyright infringement Notification, it means that the material described in the Notification has been removed from our Services or access to the material has been restricted. Please take the time to read through the Notification, which includes information on the Notification we received as well as instructions on how to file a counter-notifications.

To file a counter-notification with us, you must provide a written communication that sets out the information specified in the list below:

- Identification of the material that has been removed or to which access has been restricted and the location at which the material appeared before it was removed or access to it was restricted.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address.
- A statement under penalty of perjury that you have a good faith belief that the material was removed or restricted as a result of mistake or misidentification of the material to be removed or restricted.
- A statement that you consent to the jurisdiction of the federal district court for the judicial district in which the address is located (or if you are outside of the United States, that you consent to the jurisdiction of any judicial district in which the service provider may be found), and that you will accept service of process from the person or company who provided the original infringement notification.
- A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf.

Please note that you may be liable for, including costs and attorneys' fees incurred by us, if you knowingly misrepresent that the material or activity is not infringing the copyrights of others or that the material or activity was removed or restricted by mistake or misidentification. Accordingly, if you are not sure whether certain material infringes the copyrights of others or that the material or activity was removed or restricted by mistake or misidentification, you may wish to contact an attorney before filing a counter-notification.

Notwithstanding anything to the contrary contained in any portion of this Policy, ezVoteOnline, LLC reserves the right to take no action upon receipt of a counter-notification. If we receive a counter-notification that complies with the terms of 17 U.S.C. §512(g), we may forward it to the person who filed the original Notification.

The process described in this Policy does not limit our ability to pursue any other remedies we may have to address suspected infringement.

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Reporting copyright infringement

If you would like to notify us of the infringing material or activity, you may do so via the contact form or send an email to support@ezVoteOnline.com.

Cookie policy

This cookie policy ("Policy") describes what cookies are and how and they're being used by the ezVoteOnline.com website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Policy is a legally binding agreement between you ("User", "you" or "your") and ezVoteOnline, LLC ("ezVoteOnline, LLC", "we", "us" or "our"). You should read this Policy so you can understand the types of cookies we use, the information we collect using cookies and how that information is used. It also describes the choices available to you regarding accepting or declining the use of cookies. For further information on how we use, store and keep your personal data secure, see our privacy policy.

What are cookies?

Cookies are small pieces of data stored in text files that are saved on your computer or other devices when websites are loaded in a browser. They are widely used to remember you and your preferences, either for a single visit (through a "session cookie") or for multiple repeat visits (using a "persistent cookie").

Session cookies are temporary cookies which may be used during the course of your visit to the Website, and they expire when you close the web browser.

Persistent cookies are used to remember your preferences within our Website and remain on your desktop or mobile device even after you close your browser or restart your computer. They ensure a consistent and efficient experience for you while visiting the Website and Services.

Cookies are be set by the Website ("first-party cookies"). We do not have third parties, such as those who serve content or provide advertising or analytics services on the Website ("third party cookies"). You may learn more about cookies and how they work in this guide.

What type of cookies do we use?

Necessary cookies

Necessary cookies allow us to offer you the best possible experience when accessing and navigating through our Website and using its features. For example, these cookies let us recognize that you have created an account and have logged into that account to access the content.

Functionality cookies

Functionality cookies let us operate the Website and Services in accordance with the choices you make. For example, we will recognize your computer for Services during future visits.

Advertising cookies

Advertising cookies allow third parties to serve relevant ads to you more effectively. ezVoteOnline does not utilize third party advertisers.

What are your cookie options?

If you don't like the idea of cookies or certain types of cookies, you can change your browser's settings to delete cookies that have already been set and to not accept new cookies. Visit www.internetcookies.com to learn more about how to do this.

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Contacting us

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