

eScorian
match scores with political candidates
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These Terms of Agreement govern the delivery of any products and/or services from eScorian (herein referred to as "the company") to you and your use of said products and/or services (herein referred to as the Service(s), Subscription, or Product(s)). If you complete the online application and purchase our Product through our online payment company, your non-refundable purchase of our Product will also be governed by that provider's Terms of Service and Acceptable Use Policy. Before purchasing the Product, read the following Terms. Your purchase of our Product represents your agreement to these Terms. If you do not agree with these Terms, do not purchase the Product.

Terms of Agreement

Product Description: The company provides "Voter Information" which consists of the following:

- 1) profile(s) of political candidates and/or
- 2) written overview of the ballot issues that appear on ballots in individual precincts in
 - A) general elections in the fall of each year and
 - B) primary elections held variously throughout the year in individual precincts

Basis of Agreement Part 1 This instrument is a Contractual Agreement between the company, herein referred to by **US, WE or OUR**, and the You, the end user, herein referred to by **YOU, YOUR or YOURS**. This contract stands alone as an instrument for us to provide to you our Product and or Service as described under **Product Description:** The sole purpose of providing Voter Information, herein called the Product, Subscription, or Service, is to aid voters in their desire to cast a ballot based on knowledge of the candidates and of the issues. We are not responsible for misinformation we gather based on third party contributions to our database. All information and knowledge you acquire as a direct or indirect result of this contractual agreement is proprietary to us and shall not and may not be used, exchanged, sold, or exercised in any fashion except as approved by us in writing.

Basis of Agreement Part 2 Proprietary Rights to Intellectual Property: You acknowledge that organizational structure and systematic processes integral to the company are the intellectual property of and proprietary to the company and its agents and as such are protected under United States copyright law. You further acknowledge and agree that, as between the company and you, the company owns and shall continue to own all right, title, and interest in and to said intellectual property, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through an the company site or Service(s). This Agreement does not grant you any ownership interest in or to the organizational structure and systematic processes integral to the company, but only a limited right of use while the terms of this contract are in effect. This Agreement does not grant you any right, license, or interest in such intellectual property or its effects, and you shall not assert any right, license, or interest in such intellectual property or any words or designs that are confusingly similar to such effects.

I We will provide you with a questionnaire (to be filled out by you as part of the application process) that explores your preferences on political, social, financial, foreign policy, and domestic governmental issues. The answers you provide us will allow us to match your preferences with preferences of political candidates, provided to us by those candidates or by their campaigns, that may appear on your ballot. Additionally, we will be able to inform

you of political issues and ballot issues – and, as we are able, provide a layman’s revision of the wording on those issues which appear on ballots written in complex or confusing language.

II We will provide an annually published magazine once per year through the internet or by mail. This annual magazine provides an overview of candidates and/or ballot issues.

III We will provide you with an overview of candidates who will appear on your ballot and a comparative review of their political, social, financial, foreign policy, and domestic governmental views (inasmuch as we are able to obtain those views from the candidates or their campaigns) as they relate to your own political, social, financial, foreign policy, and domestic governmental views as you have provided to us through your initial application questionnaire answers.

IV You will pay an annual subscription, priced as stated on our website, through our online payment company. The cost of an annual subscription will be posted along with the application questionnaire on our website.

V After receipt of your subscription fee, we will provide Voter Information to you for a period of one year as outlined in the *Charges/Billing/Payment* section below.

VI You agree to use our Service(s) or Product(s) at your own risk, and to assume all risks associated with providing your opinion and understanding on issues addressed in the initial application questionnaire, including but not limited to those associated with any interactions between you and any political organizations, candidates, political parties, rallies, fundraisers, luncheons, parades, phone banking, door-to-door campaign work, research, interviews, or campaigns. Under no circumstance shall the company or its agents or affiliates be responsible for any loss, penalty, or sanction of any type, monetary or otherwise, incurred by you. The initial application questionnaire and the implications associated with its use is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose. the company shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use of opinions or decisions derived from use of the questionnaire.

Notwithstanding any provision of this Agreement to the contrary, neither party shall be entitled in connection with any breach or violation of this Agreement to recover any punitive, exemplary or other special damages or any indirect, incidental or consequential damages, including without limitation damages relating to loss of profit, business opportunity and/or business reputation. Each party, as a material inducement to the other party to enter into and perform its obligations under this Agreement, hereby expressly waives its right to assert any claim relating to such damages and agrees not to seek to recover such damages in connection with any claim, action, suit or proceeding relating to this Agreement.

VIII **Period of Performance and ongoing maintenance costs** This contract shall be in effect for one year from the date of subscription or for such a time period as you continue to pay an annual subscription fee, whichever is shorter. The subscription is renewable on an annual basis and the terms of the contract will continue annually with renewal. This contract may be altered by the company at any time, with or without notice from us, and any changes to this contract will appear on the company’s website. The terms of this contract, notwithstanding, shall continue unaltered for the period of time from subscription to renewal for each individual subscriber.

IX After the period of performance of this contract, all liability on the part of either party shall cease up to but not including the provisions specified in the first two paragraphs of this contract entitled **Basis of Contract, Parts 1 & 2.**

X the company may, but is not obligated to, extend voter information available to you beyond the ballot measures and candidates you will actually have on the ballot in your particular precinct. If the company does extend available information to you beyond the ballot measures and candidates you will actually have on the ballot in your particular precinct, and you wish to purchase that information, you will be responsible for any and all charges for that information.

XI **Charges/Billing/Payment:** You agree to pay all charges and fees specified when your ordered the Product, including any monthly recurring or nonrecurring charges, taxes, fees, surcharges or other assessments applicable to

the Product. All the company charges for the Product are billed in advance and are unconditionally non-refundable. Subscribed customers are billed according to the terms and conditions of the Terms of Agreement. The product is provided on a year-to-year basis and the annual charges are subject to change. Payment for the Product will purchase voter information for the voting calendar year it is purchased. A voting calendar year runs from twenty eight days before a primary or general election until the following year on the calendar day preceding the purchase date. the company is not obligated to deliver any voter information for any primary or general election to any subscriber for any online purchase made twenty eight (28) days or less before that primary or general election. Subscription purchases made 28 days or less before a primary or general election will give the subscriber voter information for one voting calendar year starting with the pending election.

XII Subscription Suspension/Termination/Cancellation: the company respects freedom of expression and believes it is a foundation of our free society to express differing points of view. We will not discontinue your Subscription because of the views you or we express on public policy matters, political issues or political campaigns. However, the company may immediately terminate or suspend all or a portion of your Subscription and or provided Service(s), without notice, for conduct that we believe (a) violates the Acceptable Use Policy, set forth below; or (b) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these Terms, or any applicable policies or guidelines. Termination or suspension by the company of Subscription also constitutes termination or suspension (as applicable) of your rights to use or license to use any Software, Product(s) and Internet based Service(s) provided through or by the company. We may also terminate or suspend your Subscription if you provide false or inaccurate information that is required for the provision of Subscription or Service or is necessary to allow the company to bill you for Subscription or Service. Subscription customers: customer cancellation of Subscription or Services is governed by the terms and conditions of these Terms of Agreement. You may cancel your Subscription to Service at any time by contacting us.

Modifications to the Service / Updates to the Terms

the company reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Subscription or Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that the company will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. Without limiting the foregoing, the company may post or email notices of changes in the Service. It is your responsibility to check our website and your the company email notifications for any such notices. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

These Terms may be updated or changed from time to time. The current Terms shall be posted on our website at escorian.com. If the company makes a change to these Terms and that change has a material impact on the Service, you will be provided electronic notice of that change via e-mail. In the event that you change your e-mail address, it is your responsibility to notify us of such change. Your continued use of the Service following such notice constitutes your acceptance of those changes. If you do not agree to the revisions, you must terminate your Subscription or Service immediately.

Operational Limits of the Product.

Provisioning of the Product is subject to the availability of data from candidates and the operational limitations of the requisite reporting agencies and governmental offices. You understand and agree that temporary interruptions to distribution of information may occur as normal events in the provision of the Service or Product and that the company will not be liable for such interruptions. You further understand and agree that the company has no control over promises, campaign misdirection, false campaign, political party or candidate allegations that we may pass to you with presumed validity, and therefore, delays, disruptions, and misinformation of or from other reporting parties are beyond the control of the company. the company will not be liable for any failure of performance, if such failure is due to any cause beyond the company's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or delays caused by you or your equipment.

Registration/Customer Information/Password Security

All information that you provide to the company must be accurate, including your name, email address, physical address, credit or charge card numbers and expiration dates and any Subscription payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to the company. You agree to keep confidential your log-in ID and password and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your member ID. You agree to immediately notify the company if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your member ID, any part of your member ID, or password.

Third Party Content Disclaimer/ Links to Third Party Sites Materials provided by Third Party Providers have not been independently authenticated in whole or in part by the company. the company does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by the company. This Service may be linked to other websites which are not under the control of and are not maintained by the company. the company is not responsible for the content of those sites. the company is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by the company of those sites.

General

This Service could include inaccuracies or typographical errors. These Terms provide basic guidelines for your use of the Service, and will be enforced in conjunction with other Terms of Service or Subscription, if any, that govern the company products or services that you use or that you have purchased. In the event that any provision of these Terms shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of these Terms and these Terms shall continue in full force and effect and be construed as if they did not contain the invalid or unenforceable provision.

ACCEPTABLE USE POLICY

The company Acceptable Use Policy is designed to help protect the company 's assets, the assets and or identity of its Customers, and the Internet community, from irresponsible or illegal activities of the company Customers and its Users. These activities may pose a threat to the company 's assets, expose the company (or other providers of IP Services) to claims of civil or criminal liability or other legal sanctions. Customers are responsible for avoiding the prohibited activities and strictly following the AUP terms set forth herein.

AUP Coverage

The the company Acceptable Use Policy ("AUP") applies to the services that include access to the Internet and services provided over the Internet. Customer is responsible for the actions of others who may be using the IP Service(s) under Customer's account. It is Customer's obligation to take whatever measures are necessary to protect access to Customer's account (e.g., to keep the access password secure). If a Customer or its User(s) violate the AUP, the company may, depending on the nature and severity of the violation, suspend or terminate service, as specified below.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in the company taking actions anywhere from a warning to a suspension of privileges or termination of your Subscription or Service(s). the company reserves the right, but does not assume the obligation, to strictly enforce the AUP. When feasible, the company may provide Customer with notice of an AUP violation via e-mail or otherwise and demand that such violation is immediately corrected.

However, the company reserves the right to act immediately and without notice to suspend or terminate Subscription or Service(s) in response to a court order or other legal requirement that certain conduct should be stopped or when the company determines, in its sole discretion, that the conduct may: (1) expose the company to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of the company 's website(s), network(s) or facilities, (3) interfere with another person's use of the company 's IP Service(s) or the Internet, or (4) otherwise present a risk of harm to the company or the company Customers or other parties the company interconnects with.

the company 's decisions with respect to interpretation of the AUP and appropriate remedial actions are final and determined by the company in its sole discretion. the company may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with

authorities when required to do so by law, subpoena, or when the public safety is at stake. the company assumes no obligation to inform you that your information has been disclosed, and, in some cases, may be prohibited by law from providing such notice.

the company does not, as an ordinary practice, proactively monitor activities of those who use its website or exercise any editorial control over any material transmitted, hosted or posted using IP Services to ensure that its Customers comply with the AUP and/or the law, although it reserves the right to do so. If the company is alerted to violations or potential violations of this AUP, the company will take whatever measures it deems necessary and appropriate to stop or prevent such violations including the actions described in this AUP.

In any case of suspension of Service or Subscription, the company may, in its discretion, decline to reinstate your Service. If we approve you for reinstatement or new service, set-up fees, reactivation fees or deposits may apply. If the company discovers that you have renewed Service, or ordered new Service, following termination for an AUP violation without the prior written consent of the company, it may terminate your Service without further notice. the company will not issue any refunds, credits or other forms of compensation for the period when Service(s) or Subscription have been suspended as a result of violation(s) or alleged violation(s) of this AUP.

the company shall not be liable for any damages of any nature suffered by any Customer, User, or third party resulting in whole or in part from the company 's exercise of its rights under this AUP.

Prohibited Actions

the company respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. the company is committed at all times, however, to complying with the laws and regulations governing use of the Internet and e-mail transmissions and to preserving for all of its Customers the ability to use the company 's website, network and the Internet without interference or harassment from other users. the company prohibits use of its Service(s) or Subscription in any way that is unlawful, interferes with use of the company 's website, network or the Internet, interferes in any way with the usage or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, or presents security or privacy risks. Customer will not resell or provide Service(s) or Subscription to unauthorized third parties, whether as part of a commercial enterprise or otherwise.

Customer is prohibited from engaging in any other activity, whether legal or not, that the company determines in its sole discretion, to be harmful to its subscribers, operations, its website(s), or network(s).

Security Violations

It is Customer's responsibility to ensure the security of its web usage and the machines that connect to and use IP Service(s). You are responsible for configuring and securing your services to prevent damage to the the company website and/or the disruption of Service(s) to other customers. Customer is required to take all necessary steps to manage the use of IP Service(s) in such a manner that network abuse is prevented or minimized to the greatest extent possible. It is Customer's responsibility to take corrective actions on vulnerable or exploited systems to prevent continued abuse. Violations of system or network security are prohibited and may result in criminal and/or civil liability.

the company's Services may not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of the company or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of violations of system or network security include but are not limited to:

- intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;
- hacking - attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others in order to obtain another user's account password or other personal information.
- using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;

- distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; this would include use of sniffers or SNMP tools;
- falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the the company website or using your account for the purpose of operating a server of any type;
- using manual or electronic means to avoid any use limitations placed on the Services;

Revisions to the AUP

the company reserves the right to modify its Acceptable Use Policy at any time, and effective when posted to the company's web site (escorian.com). Notice of any change to this AUP may also be provided to a Customer via electronic mail. It is your responsibility to notify the company of any change of address. You must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from the company. Failure to responsibly manage the use of the Service(s) obtained from the company may be cause for termination of Service(s) to you.