

Get Out the Vote App End User Agreement

This Get Out the Vote App End User License Agreement (“**Agreement**”) sets forth a legally binding agreement between you and Civic Innovation Works, a registered tax-exempt organization (“**Civic Innovation Works**”, “**we**” and permutations thereof). Using the information collected from your mobile device and your “contact list,” the App makes recommendations to you as to which of your contacts are most likely to vote and to vote for Democratic candidates in elections in the United States of America (the “**App**”). Please read this Agreement and the [Privacy Policy](#), which is hereby incorporated, carefully before you download, install, or use the App as your use of the App constitutes your acceptance of these terms. If you do not agree to the terms of this Agreement, then you may not use, download, or install the App. Your use of the App constitutes your acknowledgement that you are at least 18 years old and have the legal authority to bind yourself and any party you represent to the terms of this Agreement. You acknowledge and agree that you have read and are hereby bound by this Agreement and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the App. Civic Innovation Works reserves the right to change the terms of this Agreement at any time by updating the App to incorporate the new terms of use. You are responsible for regularly reviewing the App to obtain timely notice of such changes. Your continued use of the App after changes to these terms are published constitutes your acceptance of the amended Agreement.

Grant of License

Civic Innovation Works grants you a revocable, non-exclusive, non-transferable, limited-in-time license to install and use the App, including any updates thereto. Except as and only to the extent expressly permitted by this Agreement, applicable law, or the licensing terms governing the use of any open-source components included with the App, you may not (i) rent, lease, lend, sell, transfer, assign, sub-license, copy, publish, or distribute the App; (ii) make the App available over a network where it could be used by multiple devices at the same time; (iii) decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App or any part thereof; or (iv) circumvent any of the App’s technical limitations. If you breach these restrictions, you may be subject to prosecution and damages.

Using the App

Use of the App requires registration, the provision of personal information about you and the provision of access to your mobile device’s Contacts list. If you elect not to provide such information, you will not be able to use the App. The following requirements apply to your use of the App:

- You will keep your password strictly confidential. You are fully responsible for all activities that occur and all liability incurred under your account.
- You will not use any information from the App or any electronic communication feature of the App for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, fraudulent, discriminatory, embarrassing, obscene, threatening, or hateful.
- You will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not use the App for any commercial purpose not expressly approved by Civic Innovation Works in writing.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any software, hardware, or telecommunications equipment.
- Any information you provide in connection with your use of the App, whether to us or a third party, shall be accurate, truthful, and complete.

Intellectual Property Rights

The App and all portions thereof are owned by us or our licensors and protected under United States law and foreign laws. Unauthorized use of the App may violate copyright, trademark, and other intellectual property laws. The trademarks, service marks, and logos of Civic Innovation Works used and displayed in connection with the App are registered and unregistered trademarks or service marks of Civic Innovation Works. Other company, product, and service names used in connection with the App may be trademarks or service marks owned by others (all of the foregoing, the “**Trademarks**”). You are not granted any license or right to use the Trademarks. All goodwill generated from the use of Trademarks inures to their respective owners’ benefit.

App Updates

Civic Innovation Works may, in its sole discretion, update the App at any time and automatically download such updates to your device; provided however, that Civic Innovation Works has no obligation to provide updates or any documentation, support, or telephone assistance for the App. The terms of this Agreement apply to all updates. You agree to accept all updates automatically downloaded to your device by Civic Innovation Works and to pay for any costs associated with receiving them.

Additional Terms Applying to iOS App

You may only download the iOS version of the App (the “**iOS App**”) from the App Store and use it for personal, non-commercial use on Apple-branded products running iOS (including iPad and iPhone) (“**iOS Devices**”) that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>. If you sell your iOS Device to a third party, you must remove the iOS App from the device before doing so.

If you download and/or use the iOS App, you, the end-user of the App, acknowledge that this Agreement is entered into by and between Civic Innovation Works and you and not with Apple, Inc. (“**Apple**”), and Apple is not responsible for the App and/or its content. Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third-party beneficiaries of this Agreement and that Apple has the right (and is deemed to have accepted the right) to enforce this Agreement against you. You acknowledge that Apple has no obligation whatsoever to maintain or support the App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>).

Mobile Service, Internet and Service Fees

The use of the App requires use of a mobile device and a wireless mobile data service, and may require Internet access, all of which must be obtained from your mobile carrier and other third parties. Your use of the App requires you to send to and receive, at your cost, electronic communications related to the App, including without limitation, administrative messages, service announcements, diagnostic data reports, and updates, from Civic Innovation Works, your mobile carrier, or other third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the App. You are solely responsible for obtaining all additional services and equipment necessary to access and use the App and paying all usage and other charges associated therewith, including but not limited to, fees for wireless service and sending and receiving information to or through the App. Some of the foregoing services and equipment you obtain may be subject to terms that are different from or additional to the terms of this Agreement. You may be required to agree to such terms to prior to your use of such services and equipment.

Representations and Disclaimer of Warranties

Civic Innovation Works and its licensors, and each of the foregoing parties’ parents, subsidiaries, officers, employees and agents (collectively, “**Released Parties**”) make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness or adequacy of any information, facts, views, opinions, statements or recommendations contained in or provided with the App. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, and manufacturer or otherwise does not constitute or imply its endorsement or recommendation by any of the Released Parties.

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Limitation on and Exclusion of Remedies and Damages

YOU AGREE THAT THE RELEASED PARTIES ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (I) THE APP OR ANY SERVICES MADE AVAILABLE THROUGH THE APP (INCLUDING, WITHOUT LIMITATION, A THIRD PARTY CLAIM THAT THE APP INFRINGES THAT THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS); (II) ANY ERRORS OR OMISSIONS IN THE APP'S TECHNICAL OPERATION; (III) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY Civic Innovation Works, LAW ENFORCEMENT OR OTHER AUTHORITIES REGARDING YOUR USE OF THE APP; (IV) ANY PRODUCT LIABILITY CLAIM; (V) ANY CLAIM THAT THE APP FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; OR (VI) ANY CLAIM ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE APP OR ITS RELATED INFORMATION, INCLUDING PERSONAL DATA, OR PROGRAMS. THESE LIMITATIONS APPLY EVEN IF REPAIR, REPLACEMENT, OR A REFUND FOR THE APP DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR IF ANY OF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.

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YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (I) YOUR BREACH OF THIS AGREEMENT; (II) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; (III) YOUR USE OF THE APP; (IV) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR MOBILE DEVICE OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (V) ANY MISREPRESENTATION MADE BY YOU; (VI) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD OR CONTACTS LIST; OR (VII) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD OR CONTACTS LIST. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN Civic Innovation Works'S DEFENSE OF ANY CLAIM. Civic Innovation Works RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT Civic Innovation Works'S PRIOR WRITTEN CONSENT.

Consent to Use of Data

You agree that Civic Innovation Works may access information stored on your mobile device, including but not limited to the Contacts list on your device and collect and use information obtained from your mobile device list, in addition to technical data and related information obtained from your mobile device described in the [Privacy Policy](#). Civic Innovation Works may use the information you enter during the registration process and all of the other information mentioned in this paragraph as described in our Privacy Policy. Please read our Privacy Policy for more information about our information collection and use practices.

General Information

This Agreement constitutes the entire agreement between you and Civic Innovation Works governing your use of the App, superseding any prior agreements between you and Civic Innovation Works relating to your use of the foregoing. You may also be subject to additional terms and conditions (including, but not limited to, terms and conditions from your wireless carrier or operator) that may apply to your use of the App. If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement. Civic Innovation Works's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By using the App, you agree that the statutes and laws of the United States and the State of New York without regard to conflicts of laws principles, will apply to all matters relating to use of the App, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in New York County, NY. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims and causes of action arising out of or connected with the App and/or this Agreement will be resolved individually, without resort to any form of class action. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and you are not listed on any U.S. Government list of prohibited or restricted parties. You agree that you will not use the App for any purposes prohibited by United States law.

The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable. The Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

If you have a question, complaint or claim regarding this Agreement or the App, or for more information, please contact Civic Innovation Works at 601 13th Street, NW, Suite 601N, Washington, DC 20005.

Both you and Civic Innovation Works acknowledge and agree that no partnership is formed and neither you nor Civic Innovation Works has the power or authority to obligate or bind the other.

This Agreement constitutes a binding agreement between you and Civic Innovation Works.

This Agreement is effective until terminated by you or Civic Innovation Works. Your rights under this Agreement will terminate automatically without notice from Civic Innovation Works if you fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, you shall cease all use of the App and destroy all copies of it.