

## **BALLOTEER® VOTE ONLINE TERMS AND CONDITIONS**

### **PRIVACY**

Telusys, Inc. will not edit or disclose the client's private **BALLOTEER** records or content, except that the client agrees that Telusys, Inc. may do so in accordance with its then-current privacy policy, or in the good faith belief that such action is reasonably necessary:

- (a) to comply with any United States laws, rules or regulations;
- (b) to comply with any court order, search warrant, or legal process;
- (c) to enforce this Agreement;
- (d) to respond to claims that such data violates the rights of third parties; and
- (e) to protect the interests of Telusys, Inc. or others.

The client acknowledges and agrees that Telusys, Inc. may access any content, data statistics and other tools of the **BALLOTEER** software product as necessary to identify or resolve technical problems or to respond to service requests or complaints. The client acknowledges and agrees that certain technical processing of information is and may be required in the ordinary course of business.

### **CONFIDENTIALITY**

Telusys, Inc. will make reasonable efforts to not knowingly or intentionally divulge any account information, account contact records, voting records, voting results, voting metadata, voter records, voter contact information, or election information which is private, confidential, or non-public to Balloteer clients, voters, or to any third-parties with the limited exceptions provided in Telusys' Privacy statement. Confidential account, voter, and voting information shall not include information that (i) is or becomes a part of the public domain; (ii) was in Telusys' lawful possession prior to the disclosure without any obligation of confidentiality and which had not been obtained by Telusys either directly or indirectly from the client; (iii) is lawfully disclosed to Telusys by a third party without restriction on disclosure; (iv) is independently developed by Telusys without use of or reference to the client's confidential information, as established by written records. Telusys does not share or sell account, voter, and voting information to third parties.

### **LIMITATION OF LIABILITY**

The client acknowledges and agrees that Telusys, Inc. is not responsible or liable for the content, usage, information and data collected from any forms created using the **BALLOTEER** software product.

TELUSYS, INC. WILL NOT BE LIABLE FOR ANY DAMAGES INCURRED IN CONNECTION WITH THE USE OF THE **BALLOTEER** SOFTWARE PRODUCT OR SYSTEM. THIS INCLUDES ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES THAT MAY ARISE FROM THE USE OF THE **BALLOTEER** SOFTWARE PRODUCT, THE FAILURE OF THE **BALLOTEER** SOFTWARE PRODUCT, OR THE TERMINATION OF THE ACCESS TO THE **BALLOTEER** SOFTWARE PRODUCT. THIS LIMITATION OF LIABILITY WILL ALSO APPLY TO ANY LOSS OF DATA, INFORMATION OR CONTENT THROUGH FAILURE OF THE **BALLOTEER** SOFTWARE PRODUCT OR INTERRUPTION OF TRANSMISSION. TELUSYS, INC. WILL NOT BE LIABLE FOR ANY HARM OR LOSS ARISING FROM UNAUTHORIZED ACCESS TO DATA, INFORMATION OR TRANSMISSION, INCLUDING, BUT NOT LIMITED TO TANGIBLE OR INTANGIBLE LOSS OF REVENUES, PROFITS, DATA OR INFORMATION.

THE CLIENT AGREES THAT TELUSYS, INC. IS NOT LIABLE FOR ANY DAMAGES ARISING FROM THE INTERRUPTION, CANCELLATION OR SUSPENSION OF THE **BALLOTEER** PRODUCT OR SERVICE, REGARDLESS OF WHETHER THE FAILURE OF THE **BALLOTEER** PRODUCT IS ANNOUNCED, JUSTIFIED, INTENTIONAL, UNINTENTIONAL, OR NEGLIGENT.

## GENERAL DISCLAIMER

TELUSYS, INC. PROVIDES THE **BALLOTEER** SOFTWARE PRODUCT AND SYSTEM "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWED BY LAW. TELUSYS, INC. FURTHER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. TELUSYS, INC. DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE FUNCTIONS CONTAINED IN THIS SITE OR ITS CONTENT OR THAT THE **BALLOTEER** WEB SITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE CLIENT UNDERSTANDS AND REPRESENTS THAT ALL DATA, INFORMATION OR OTHER MATERIAL COLLECTED THROUGH THE **BALLOTEER** SOFTWARE PRODUCT ARE THE SOLE RESPONSIBILITY OF THE CLIENT. TELUSYS, INC. IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR HARM DONE TO THE CLIENTS COMPUTER(S), SYSTEMS OR OTHER EQUIPMENT IN CONJUNCTION WITH USE OF THE **BALLOTEER** SOFTWARE PRODUCT. YOU UNDERSTAND AND AGREE THAT USE OF THE **BALLOTEER** SOFTWARE PRODUCT IS DONE AT YOUR OWN RISK AND DISCRETION.

## NO RESALE OF THE SERVICE

The client's right to use the **BALLOTEER** software product and system is granted to the client on a non-exclusive basis and the client may not resell all or any portion of the **BALLOTEER** software product and system or its usage. The client agrees not to reproduce, duplicate, copy, sell, or resell the **BALLOTEER** software product, reports, files or data, or the client's use of or access to the **BALLOTEER** software product to any unregistered or unauthorized persons. Known or suspected violations will be grounds for immediate termination of the client's use and access to the **BALLOTEER** software product, files and accumulated stored data, and, depending upon the circumstance, may be grounds for Telusys, Inc. legal recourse.

## DATA STORAGE

The client understands and agrees that all data collected using the **BALLOTEER** software product will be stored on Telusys, Inc. servers. Telusys, Inc. assumes no responsibility for the deletion or failure to store any data or other information included by the client on the **BALLOTEER** software product. Telusys, Inc., at our sole discretion, may establish an upper limit on the amount of memory, storage, and the number of records the client may store through the **BALLOTEER** software product.

## YOUR CONDUCT

The client agrees to abide by all Telusys, Inc. standards and applicable local, state, national and international laws and regulations in your use of the **BALLOTEER** software product, and the client agrees not to interfere with the use and enjoyment of the **BALLOTEER** software product by other users. The client agrees to be solely responsible for the actions and the contents of entries through the **BALLOTEER** software product.

The client agrees:

- (1) not to use the **BALLOTEER** product for illegal purposes;
- (2) not to use the **BALLOTEER** Email account(s), if implemented, Web site or the **BALLOTEER** software product for chain letters, junk mail, unlawful "spamming" solicitations (commercial or otherwise) or unlawful or unsolicited bulk communications of any kind, and

(3) to comply with all regulations, policies and procedures of networks connected to the **BALLOTEER** software product. The client agrees not to post, promote or transmit through the **BALLOTEER** software product any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature. The client further agrees not to transmit or post any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Telusys, Inc. may, at its sole discretion, immediately terminate your access to the **BALLOTEER** software product should your conduct fail to conform to these terms and conditions.

## **INDEMNIFICATION**

The client agrees that Telusys, Inc. will not be held responsible for any claims, damages, demands or fees arising out of the client's violations of these terms and conditions, Telusys, Inc.'s privacy policy or infringements on the rights of any third parties as a result of the client's use of the **BALLOTEER** Web site or the **BALLOTEER** software product. The client also agrees to indemnify Telusys, Inc. and its officers, directors, employees, agents, and partners for any and all claims that may arise.

## **PROPRIETARY RIGHTS TO SOFTWARE**

The client is only permitted to use **BALLOTEER** software product and system as expressly authorized by Telusys, Inc., and may not copy, reproduce, distribute, analyze, compare, demonstrate, reverse engineer, screen capture, print screen pages for purposes of distribution, or create derivative works from this **BALLOTEER** software product without express written authorization from Telusys, Inc.

## **WEB SITES OR EMAIL UTILIZING BALLOTEER SOFTWARE**

Telusys, Inc. does not review or monitor any client Web sites or email messages that utilize or link to the **BALLOTEER** software product and system and is not responsible for the content of any such Web sites or email messages.

## **DATA LOSS**

**BALLOTEER** system passcodes are issued to each client that successfully registers for an account. The client is responsible for keeping these codes secure. Do not share your passcodes with another person. Telusys, Inc. will not be responsible for data loss resulting from misuse of the **BALLOTEER** software or passcodes.

## **SYSTEM INTEGRITY**

The client shall not use any device, software, service, or routine to interfere or attempt to interfere with the proper working of the **BALLOTEER** Web site and the **BALLOTEER** software product or any transaction conducted on our Web site. The client may not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In order to maintain system integrity you may not disclose or share your password with any third parties or use your password for any unauthorized purpose. **BALLOTEER** reserves the right to suspend or cancel any election that imposes an unreasonable or disproportionately large load on our infrastructure or is the subject of any malicious or disruptive activity by the client or voters associated with the client's election.

The **BALLOTEER** Web site may contain robot exclusion headers, and the client agrees that they will not use any robot, spider, other automatic device, or manual process to monitor or copy the **BALLOTEER** Web pages or the content contained therein without prior written permission of Telusys, Inc. The client agrees that they will not use any device, software, service, or routine to interfere or attempt to interfere with the proper working of the **BALLOTEER** Web site or the **BALLOTEER** software product.

## **GOVERNING LAW**

The laws of the State of Illinois and the United States of America shall govern this Agreement and the relationship between the client and Telusys, Inc. The client agrees that any grievances shall be settled according the procedures and laws within this jurisdiction. The client further agrees that any claim, cause or action related to the **BALLOTEER** software product or this Agreement must be filed within one (1) year after such claim arose.

The client agrees it is their own responsibility to determine the legality of the use of any Balloteer Product or Service, including, but not limited to online voting, e-mail communications, and privacy. Balloteer does not provide legal advice regarding any laws and regulation governing voting products or services. The client will use their own legal representatives to make any such determinations.

## **HEADINGS**

The headings employed to describe the sections of this Agreement are solely for descriptive purposes. They do not imply or refer to a specific legal description or obligation.

## **CONTACT INFORMATION**

Any questions or comments can be directed to: *info@telusys.net*.

**TELUSYS, INC.** P.O. BOX 399 ADDISON, IL 60101  
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## GENERAL TERMS AND CONDITIONS

This document is part of your contract with TELUSYS, INC. and spells out the terms and conditions for the purchase of products or services from TELUSYS, INC. The "signer" refers to an individual or an authorized representative, officer, or agent of a company wishing to do business with TELUSYS, INC.

By signing this contract, the signer agrees to the terms and conditions contained on all the pages of your contract with TELUSYS, INC. for the one-year term of the contract. Upon proper execution of this contract, TELUSYS agrees to provide the products or services outlined in this contract with the signer. TELUSYS makes no warranties, expressed or implied, regarding the suitability of its software or services for any purpose. TELUSYS makes no warranties, expressed or implied, regarding the suitability or performance of any third party or outside vendors of software, hardware, or services. TELUSYS does not allow third-party developers or third-party software applications to be utilized on its servers. Further, TELUSYS requires that all software, services and applications running on its servers or on the hosted domain be approved for use on the site by TELUSYS. TELUSYS provides, or will make reasonable effort to provide, software and services that are required for the effective development and operation of the signer's Web site as long as the site is hosted on Telusys servers.

By signing this agreement, the signer agrees not to hold TELUSYS or its officers liable for any damages, consequential or incidental, (including lost profits or business interruption) or any claim of any party, resulting from the use or inability to use TELUSYS online products, services, systems, or software.

TELUSYS makes no warranties, expressed or implied, regarding the suitability, performance, and availability of any financial network(s), or credit card processing service(s) that may be utilized on the signer's Web site or domain. The signer agrees not to hold TELUSYS or its officers liable for any damages, consequential or incidental, (including lost profits or business interruption), or any claim of any party, resulting from the performance, availability, or improper operation of any financial network or credit card processing service.

TELUSYS assumes no responsibility regarding the suitability or legality of any text or graphic content placed on the Internet on the signer's online system. The signer will assume all responsibility for verifying the suitability, legality, and correctness of all content placed online onto their server.

The signer agrees to use TELUSYS online services or products for lawful purposes only. This agreement will be immediately considered null and void and online services will be immediately revoked with or without notification if any unlawful activity is detected.

The prices indicated in this agreement are valid for a period of 30 days from the date of this agreement. Prices are subject to change without notification after this 30 day time period has expired.

All cost estimates are based upon the implementation and completion of the entire project outlined in this agreement and are not proratable. TELUSYS agrees to provide cost estimates upon request, regarding any additional programming, consulting, or advice required or requested to complete the project outlined in this agreement.

Unless otherwise agreed to in writing, all Web content and software to be created for the signer by TELUSYS are the exclusive properties of TELUSYS.

The structure and organization of all software and documentation developed or provided to the signer by TELUSYS represents valuable trade secrets of TELUSYS and will be licensed or provided to the signer on a non-exclusive basis and will remain the exclusive property of TELUSYS. All Telusys software is protected under U.S. Federal and International Copyright law. The signer agrees to hold such trade secrets in confidence. All TELUSYS software, excluding software developed to run on internal TELUSYS networks, can be used at the signer's designated facility, on a single computer or multiple computers if agreed to, with the understanding that it may not be resold, translated, disassembled, decompiled, duplicated, reverse engineered, repurposed, or distributed to any third party or subsidiary of the signer or its parent company, without the expressed written consent of TELUSYS, INC.

TELUSYS reserves the right to limit all access, usage, display, demonstration, and duplication of its software, products, and services, and any reproduction or publishing of its software display screens or documentation. TELUSYS software can only be used by authorized employees of the signer at the signer's designated facility. The signer acknowledges the confidential and proprietary nature of TELUSYS software and agrees to restrict all access, usage, display, demonstration, and training to authorized employees. TELUSYS at its own discretion may require written proof or confirmation that all end-users are aware of usage restrictions regarding Telusys products and services.

TELUSYS, INC. ASSUMES NO RESPONSIBILITY FOR WORK PERFORMED ON THE BALLOTEER WEB SITE BY ANYONE OTHER THAN AN AUTHORIZED EMPLOYEE OR AGENT OF TELUSYS. Further, in the event that the Balloteer Web site domain, Internet World Wide Web site, or customer data is changed, updated, or altered in any way by any party other than an authorized employee or agent of TELUSYS, INC., and technical support or assistance is requested from Telusys, by the signer, the signer agrees to pay any charges incurred by TELUSYS, INC. to assist, repair damage or correct or resolve problems incurred by client employees or customers to return client data to its original state. Telusys will charge \$187.50 per hour for database programming, our usual and customary rates.

Unless otherwise agreed to, TELUSYS' services are billed on a monthly basis. Usual and customary billing practices followed call for the client to be billed for services on or before the 10th of each month with payments due no later than the 25th of each month to continue online service for the following month. The signer can terminate or renew this contract at the end of the term by contacting TELUSYS in writing at least 30 days prior to the end of the term and if the account is in good standing and all outstanding fees and charges are paid in full. TELUSYS reserves the right to cancel any contract by providing notice in writing allowing a 30-day notice.