

These Terms of Service (“Terms”) apply to your access to and use of the websites and other online services (collectively, the “Services”) provided by the Democratic National Committee (the “DNC”, “we” or “us”). **By accessing and using the Services, you agree to these Terms. If you do not agree to these Terms, do not use the Services.**

We may provide additional or different terms and conditions with respect to some of the Services (“Additional Terms”). If you use any Services with Additional Terms, the Additional Terms will apply to your use of such Services. If there is any conflict between these Terms and any Additional Terms, the Additional Terms will control to the extent of such conflict.

We may update these Terms from time to time. If we make any changes to these Terms, we will notify you by revising the “Last Revised” date at the top of these Terms and, in some cases, we may provide you with additional notice (such as by adding a statement to our website homepage or by sending you a notification). Unless otherwise indicated in our notice to you, any changes to these Terms will be effective immediately, and your continued use of the Services following our provision of such notice will confirm your acceptance of such changes. **If you do not agree to any changes to these Terms, you must stop using the Services.**

If you have any questions regarding these Terms or the Services, please contact us at info@democrats.org.

1. Privacy Policy

For information about how we collect, use, and share information about you, please see our [Privacy Policy](#).

2. Voter Registration and Assistance Tools

We offer certain voter registration and assistance tools through the Services (such as through our website, www.IWillVote.com), which help you to, e.g., check to see whether you are registered to vote, register to vote, and commit to vote. The voter registration tool available through the Services is intended to assist you in registering to vote by making available to you the applicable voter registration form for your state and providing an easy method for you to complete such form. However, you are solely responsible for properly completing the form and submitting it in a timely manner to the state in which you reside and are registering to vote. Although we work hard to see that the forms and information we provide on the Services are accurate, up-to-date and complete and that the tools we offer, such as the reminder feature, operate as intended, we cannot guarantee and make no representations regarding the accuracy or currency of such forms or information or of the operation of our tools. The voter registration and assistance tools, and all other tools and features we offer through the Services, as well as the information and materials on the Services, are provided “AS IS,” and you are solely responsible for assuring that any voter registration form you submit meets all of the requirements for your state and is properly submitted.

3. Mobile Communications

If you subscribe to receive updates or other information from us through our SMS text messaging program, you consent to receiving automated text messages from us via your mobile device. Subscribers will receive +2 messages a week from the DNC.

We do not charge for these services. However, your carrier's normal messaging, data, and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. At any time, you may text **STOP** to cancel or **HELP** for customer support information. For all questions about the services provided by this short code, you can send an email to info@democrats.org.

Carriers are not liable for delayed or undelivered messages.

4. Ownership and Limited License

The Services, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by the DNC or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services for your own personal, informational, and noncommercial use. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

5. Trademarks

“Democratic National Committee”, “DNC” and our logos, our slogans, our product or service names, and the look and feel of the Services are trademarks of the DNC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product or service names, and company names or logos mentioned on or included in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

6. Feedback

You may voluntarily submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about the DNC or the Services (collectively, “Feedback”). You understand that we may use Feedback for any purpose, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback in our sole discretion. You understand that the DNC may treat Feedback as nonconfidential.

7. Third-Party Content

We may provide information about third-party products, services, activities or events, or we may allow third parties to make their content and information available on or through the Services (collectively, "Third-Party Content"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the applicable third party. The DNC does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content. Your access to and use of Third-Party Content is at your own risk.

8. Prohibited Content and Conduct

You will not violate any applicable law, contract, intellectual property right or other third-party right, or commit a tort, and you are solely responsible for your conduct while using the Services. You will not:

- engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
- impersonate, submit, or post on behalf of any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- sell, resell, or commercially use the Services;
- copy, reproduce, distribute, publicly perform, or publicly display all or portions of the Services, except as expressly permitted by us or our licensors;
- modify the Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon the Services without our prior written consent;
- use the Services other than for their intended purpose or in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- reverse engineer any aspect of the Services or do anything that might discover source code or that might bypass or circumvent measures employed to prevent or limit access to any part of the Services;
- use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from the Services;
- develop or use any applications that interact with the Services without our prior written consent;
- send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- bypass or ignore instructions contained in our robots.txt file; or
- use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

This Section 8 does not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

9. Indemnification

To the fullest extent permitted by applicable law, you will defend, indemnify, and hold harmless the DNC and its officers, directors, employees, volunteers and agents (individually and collectively, the "DNC Parties"), from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) ("Claims") arising out of or related to (a) your access to and use of the Services; (b) your Feedback; (c) your violation of these Terms; (d) your conduct in connection with the Services; or (e) your violation, misappropriation, or infringement of any rights of any third party (including intellectual property or privacy rights).

10. Disclaimer

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITING BY THE DNC, THE SERVICES AND ANY CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, THE DNC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT THEREIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

WHILE THE DNC ATTEMPTS TO MAKE YOUR USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, THE DNC CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT THEREIN OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DNC OR ANY OTHER DNC PARTIES BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF THE DNC OR ANY OTHER DNC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE DNC AND THE OTHER DNC PARTIES FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE FORM OF THE ACTION, EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THE DNC FOR ACCESS TO OR USE OF THE SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION 11 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF THE DNC OR ANY OTHER DNC PARTIES OR FOR ANY OTHER MATTERS FOR

WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN ADDITION, PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

12. Transfer and Processing of Data

In order for us to provide the Services, you agree that we may process, transfer, and store information about you in the United States and other countries, where you may not have the same rights and protections as you do under local law.

13. Applicable Law and Venue

Any dispute arising out of or related to these Terms or your use of the Services will be governed by and construed and enforced in accordance with the laws of the District of Columbia applicable to agreements made and to be entirely performed within the District of Columbia, without regard to its conflict of law provisions. Each party irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the District of Columbia for all disputes arising out of or related to these Terms or your use of the Services.

14. Modification or Termination of the Services

We reserve the right to modify the Services or to suspend or stop providing all or portions of the Services at any time and without prior notice to you. We are not responsible for any loss or harm related to your inability to access or use the Services.

15. Severability

If any provision or portion of a provision of these Terms is deemed to be unlawful, void or unenforceable, that provision or portion thereof is deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

16. Miscellaneous

Any failure by the DNC to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision of these Terms, unless expressly waived in writing by the DNC. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided in these Terms, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.