

CampaignShortCuts Terms & Conditions

Terms of Service

This is a legal agreement ("Agreement") for the use of CampaignShortCuts campaign application hosting services ("Service") between the individual or entity ("you"), the user, that has purchased license(s) and service(s) through a CampaignShortCuts License and Services Ordering Document.

The period of performance for all services is effective upon delivery of login credentials to the campaign. All orders incorporate by reference the terms and conditions in this Agreement. The defined terms and conditions shall have the same meaning unless otherwise specified in the CampaignShortCuts License and Services Ordering Document.

Usage and Content Privacy Policy

You shall not use the Service, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. You agree that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. Except with the written permission of CampaignShortCuts, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Service.

In order for you to participate in the Service, CampaignShortCuts will require you to provide specific information about your campaign and campaign staff members for support and configuration. You agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person, campaign or entity. You shall maintain a valid email address at all times. You are responsible for maintaining the confidentiality of your user accounts and passwords and shall be responsible for any and all actions by users given access to such accounts or passwords and any and all consequences of use or misuse of such account and password.

Any information supplied by you upon registering for the Service and any other information about your campaign is subject to CampaignShortCuts Privacy Policy. Any information submitted by you will be used solely for the purpose of completing the transaction, delivering the Service and addressing any customer service issues.

Ownership of all voter canvassing data, contacts, volunteers, supporters, or donor data, and any other data added to the Service by you or contracted to be added on your behalf remains with you, and will not be provided to any other person without written permission from you. CampaignShortCuts retains ownership of all voter registration and election participation history data, along with all system data used for the Service operation.

Usage duration, contracted products and capabilities, and fees are specified in the CampaignShortCuts License and Services Ordering Document.

Restrictions and Conduct

Your right to use the Service is personal to you, your campaign, your campaign employees, and campaign volunteers. You, and not CampaignShortCuts, are entirely responsible for all information, voter canvassing and campaign data, text, WordPress software, images, files or other materials ("Your Content") posted via the Service. You, and not CampaignShortCuts, are also responsible for compliance with all laws, regulations and ordinances connected with all aspects of your use of the Service. You shall not use the Service for any illegal purpose in violation of any local, state, federal or international law. You must provide all required and appropriate warnings, information and disclosure, comply with all applicable laws and regulations, and take all other required and appropriate actions (collectively, "Information and Actions") in connection with your use of the Service.

Depending upon services purchased, CampaignShortCuts may provide voter data from official Texas Secretary of State and County Voter Registration and Election Participation History, however, CampaignShortCuts does not control or monitor your contact with those individuals, or your Content or Campaign Website posted via the Service and as such, does not guarantee the accuracy, integrity or quality of such content or individual contact information. CampaignShortCuts reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part, from Your Content at CampaignShortCuts' sole discretion. With respect to the content added or used through the Service, you agree not to:

1. Use the Voter Registration and Election Participation History data outside of election campaign usage as defined by Texas State Law;
2. Upload or otherwise transmit any content that is threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially and ethnically objectionable;
3. Upload or otherwise transmit any content which is misleading to others or impersonate any person or entity or falsely state or otherwise misrepresent you or your campaign;
4. Upload or otherwise transmit any content that you do not have a right to upload, use and transmit under any law or under contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. Upload or otherwise transmit any content, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;
6. Upload or otherwise transmit any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment and/or attempt to access the accounts of others, or attempt to penetrate security measures of CampaignShortCuts, its vendors or suppliers or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;
7. Upload or transmit any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

8. Upload or otherwise transmit any materials that impose an unreasonable or disproportionately large load on CampaignShortCuts infrastructure that exceed the limits provided by the Service for which you registered;
9. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
10. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
11. Manipulate identifies or forge any email, web, or programming headers in order to disguise the origin of any content transmitted through the Service;
12. Upload, post or disclose any personal or private information or images about children or any third party without their consent (or a parent's consent in the case of a minor).

CampaignShortCuts may terminate your account for failure to comply with the above rules of Conduct.

You hereby acknowledge that CampaignShortCuts may, through invoicing and proposals, provide established general practices and limits concerning the use of the Service, including without limitation, (a) maximum limits on bandwidth usage that will be allotted to you, (b) maximum limits on storage space, (c) the maximum number of Web sites per Service, (d) maximum number of photographs, scanned images or other data according to the type of Service, (e) maximum user accounts, (f) maximum limits on the number of pages within each Web Site, and (g) maximum time limitations for the retention of content following an account cancellation. Any of the foregoing limits will be specified in the CampaignShortCuts License and Services Ordering Document, and will be consistent with the Service (including any upgrades) for which you have registered. You agree that CampaignShortCuts has no responsibility or liability for user actions resulting in deletion or failure to store any content maintained or transmitted by the Service. You further acknowledge and agree that CampaignShortCuts reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. You also acknowledge that any reference to unlimited Web Sites shall be defined as not exceeding 99 sub domain sites per paying account. CampaignShortCuts reserves the right to charge you for any third party fees associated with the creation of additional sites, WordPress plug-ins, and including but not limited to domain registration fees.

Support

CampaignShortCuts offers email and phone support as specified in the CampaignShortCuts License and Services Ordering Document. Additional phone support or other services may be purchased. Support contact information along with any additional support services are specified in the CampaignShortCuts License and Services Ordering Document. Unless specified in the CampaignShortCuts License and Services Ordering Document you are responsible for first level support to your volunteers and users.

Payment

CampaignShortCuts reserves the right to charge fees for the Service or any portion thereof and any applicable fees will be provided in associated CampaignShortCuts License and Services Ordering Documents. You authorize CampaignShortCuts to invoice or charge your valid and current credit or debit card in advance for all applicable fees incurred by you in connection with your Service and Account. Your Service and Account will automatically renew at the end of each monthly subscription period, unless the Service is terminated in advance of the end of the then-current term as specified in the CampaignShortCuts License and Services Ordering Document. Any annual, quarterly, monthly or similar periodic subscription fees associated with the Service will be invoiced in advance at the start of each renewal period, unless you terminate the Service before the relevant period begins. All fees shall be paid in U.S. dollars. CampaignShortCuts shall consider ownership of an account and its constituent site(s) to be the identity of the person providing payment.

CampaignShortCuts reserves the right to change any fees unless specified in the CampaignShortCuts License and Services Ordering Document (which includes but is not limited to, increasing prices and charging a fee for upgrades and/or a Service for which CampaignShortCuts does not currently charge a fee) at any time, provided, however, that CampaignShortCuts will provide you with reasonable notice (30 days) prior to making any fee changes. In addition, CampaignShortCuts will also give you reasonable notice before any modification to the Service that could adversely impact your site. If you find any change to the Service to be unacceptable, you are free to cancel any part of the Service and CampaignShortCuts WILL refund any remaining portion of your prepaid fees when you cancel any part of the Service due to a change of Service.

You agree to pay your account balance 30 days from receipt of invoice or as designated in the applicable CampaignShortCuts License and Services Ordering Document. You also agree to pay any taxes, including sales or use taxes, resulting from your use of the Service. You are responsible and liable for any fees, including attorney and collection fees, that CampaignShortCuts may incur in its efforts to collect any remaining balances due from you. This Payment Section shall in no way limit any other remedies available to CampaignShortCuts. You must notify CampaignShortCuts of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card or invoice account statement. If you do not notify CampaignShortCuts within sixty (60) days, you waive any right to dispute such problems or discrepancies.

Set up Fees, Data Purchases, Domain Registrations, Domain Transfers, Dedicated Servers, VPS, and Third Party Licensing Fees (e.g. Plesk, WordPress Themes, and cPanel for VPS plans) are non-refundable and will not be refunded under any circumstances.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. CampaignShortCuts AND ITS SUPPLIERS PROVIDE THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, AND YOUR SITE(S) "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

(B) CampaignShortCuts AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE,

AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, OR YOUR SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT SHALL CampaignShortCuts AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL [OR ANY DAMAGES] WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, ELECTION OR PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF CampaignShortCuts OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE THE SERVICE, (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, (C) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL CampaignShortCuts' AGGREGATE LIABILITY TO YOU AND/OR ANY THIRD PARTY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT YOU ACTUALLY PAY TO CampaignShortCuts UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE OR \$1,000.00, WHICHEVER IS LESS. Without limiting the foregoing, neither CampaignShortCuts nor its suppliers are responsible for any of your data residing on the Service or suppliers' hardware. While CampaignShortCuts provides backup services, you are responsible for backing-up your data and information that may reside on the Service or suppliers' hardware, whether or not such information is produced through the use of the Service. It is your responsibility to take the necessary steps to ensure that your election campaign data is maintained.

Additional Representations and Warranties

You represent, warrant, and covenant that (a) you have the power and authority to enter into this Agreement; (b) you are at least eighteen (18) years of age (if a natural person); and, (c) you will only use the CampaignShortCuts Service in accordance with these Terms of Service.

You further represent that you are and will at all times be, in full compliance with all applicable laws, regulations, rules and ordinances (collectively, "Laws") regarding your business, your political campaign, the sale and use of the Products, and as otherwise related to this Agreement and Customer's performance hereunder;

CampaignShortCuts Proprietary Rights / Software Licenses.

You acknowledge and hereby agree that the Service and any software used in connection with the Service (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in information presented to you through the Service is protected by applicable copyrights, trademarks, service marks, patents and other proprietary rights and laws.

CampaignShortCuts provides you with a non-exclusive, non-transferable, limited license to use the Software and Service, which you agree to use in accordance with this Agreement. You may not sublicense or charge others to use or access the Software. The Software is owned by CampaignShortCuts and/or its suppliers. Any reproduction, modification, creation of derivative works from or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. The Software, its structure, sequence and organization and source code are considered trade secrets of CampaignShortCuts and its suppliers and are protected by trade secret laws. You must maintain confidentiality of the Services capabilities and features with no disclosure to competitive providers. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCING THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. YOU MAY NOT DECOMPILE OR DISASSEMBLE, REVERSE ENGINEER OR OTHERWISE ATTEMPT TO DISCOVER ANY SOURCE CODE CONTAINED IN ANY SOFTWARE PROVIDED HEREUNDER.

Indemnification

You agree to indemnify and hold CampaignShortCuts and its suppliers, affiliates, partners, subsidiaries and employees (collectively, the "Indemnified Parties") harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by an Indemnified Party arising out of or related to (i) Your breach of this Agreement, including any breach resulting from the actions of former employees and volunteers; (ii) any information (including but not limited to Your Content and your publicly posted information) submitted, posted, or otherwise provided by You through the Service and/or to CampaignShortCuts and/or its affiliates; (iii) any dispute or litigation between an Indemnified Party and a third party caused by your actions; (iv) your negligence or violation or alleged violations of any rights of another; and (v) any third party claim against the Indemnified Party for: (1) personal injury or property damage to the extent such Liabilities arise out of or result from the negligence or other tortious conduct of you or your employees and volunteers; or (2) the breach of any representation or warranty made by you in this Agreement; or (3) any claim by one of your vendors against any Indemnified Party to the extent such Liabilities arise out of or result from your business dealings with such vendor. These obligations will survive any termination of your relationship with CampaignShortCuts or your use of the Service. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of CampaignShortCuts and/or its suppliers, affiliates, partners, subsidiaries and employees.

Termination and Cancellation

Termination by You. You may cancel your Service or any part of the Service at any time after the minimum contract period specified in the CampaignShortCuts License and Services Ordering Document has been reached. To cancel your Service, you must submit a cancellation form. You will receive a cancellation confirmation via email after CampaignShortCuts processes your cancellation request. You must provide CampaignShortCuts with the following information in order to process the cancellation: the name of the Service that you would like to cancel, your username and password, your email address, your billing information, including the credit card number that the member used when purchasing the Service.

Termination by CampaignShortCuts. CampaignShortCuts may terminate your Service if CampaignShortCuts determines, in CampaignShortCuts' sole discretion, to discontinue offering the Service with a 30 day notice. Additionally, CampaignShortCuts, in its sole discretion, may terminate your Site or use of the Service, including, without limitation, (i) if you breach this Agreement, (ii) if CampaignShortCuts is unable to verify or authenticate any information that you provides to

CampaignShortCuts, or (iii) if CampaignShortCuts believes that you have violated or acted inconsistently with the spirit of this Agreement. If CampaignShortCuts terminates your Service pursuant to (i), (ii) or (iii) above, you will forfeit all credits, prepaid fees, and any other amounts accruing to you, if any, and CampaignShortCuts shall not be required to refund, redeem, or pay amounts to you upon such termination.

Effect of Termination. Upon termination of your Service for any reason, CampaignShortCuts reserves the right to (a) collect all charges, fees, commitments and obligations incurred or accrued by you; (b) delete any of your Content, listings, messages or other information in connection with your Service; (c) prohibit your access to your Service, including without limitation by deactivating your password; and (d) refuse you future access to the Service. In no event shall CampaignShortCuts be required to refund, redeem, or pay amounts to you upon termination of Service or return any your Content. CampaignShortCuts will provide a Web Site and Data backup of the Service upon termination of the Service by you.

In the event that a dispute is not resolved in accordance with the Service Level Agreement clause then you understand and agree that the cancellation of your Service is your sole right and remedy with respect to any dispute with CampaignShortCuts. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or CampaignShortCuts' enforcement or application of any such term; (2) any policy or practice of CampaignShortCuts, including CampaignShortCuts' Privacy Policy and Copyright Policy, or CampaignShortCuts' enforcement or application of these policies; (3) the content available through the Service or any change in content provided through the Service; (4) your ability to access or use the Service or your Web Site; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods or change to the fees, applicable taxes, surcharges or billing methods, if any.

Copyright and Trademark Notices

All materials of the Service and the Software, as well as, the organization and layout of the Service are owned and copyrighted or licensed by CampaignShortCuts, its affiliates or its suppliers. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials of the Service, which includes the CampaignShortCuts Campaign Application, Web Site, or Service, and/or the Software, is permitted without the written permission of CampaignShortCuts. Any rights not expressly granted herein are reserved.

Privacy Policy

CampaignShortCuts will only use individualized information voluntarily obtained from you through business operations for the purpose for which the information is provided. CampaignShortCuts and supporting third party systems may obtain non-individualized, generic information during web site usage through cookies, small identification data stored on your computer. This data is only used for application security, and statistical tracking purpose. CampaignShortCuts Service also collects the IP address and usage of logged in users, and this data is only used for providing application security, performance tuning through statistical analysis, and reporting if needed to you. If your web browser blocks cookies you will not have full access to all Service content.

Internet Domain Names

CampaignShortCuts has chosen independent Internet Domain Name registration services through Third Party Domain Name Vendors ("TPDNVs") who are ICANN accredited registrars, to provide domain name registration services. You hereby authorize CampaignShortCuts if requested, to transfer in or acquire your selected domain name from TPDNVs. In order to receive a domain name, you must agree and remain agreeable through the use of the Domain Name, to the TPDNVs' terms of service which the TPDNVs may change at any time in their sole discretion to the TPDNVs' terms of service. You understand that you are creating a separate contractual relationship between you and the TPDNVs, and that you, and not CampaignShortCuts, are responsible for all liability, and obligations in connection with that relationship.

If, after registering one or more domain names that are included with any CampaignShortCuts Service package, because of a customer's incorrect registration of a domain name or otherwise, if you chose to delete a previously registered domain name and subsequently register one or more additional different Domain Names, you will be charged the resulting Domain Name registration fees.

You will be listed as the registrant and administrative contact in connection with your domain name; however, CampaignShortCuts or its Internet Domain Registration vendor may temporarily list itself as the registrant and administrative contact in the event that it changes to a different TPDNVs until the TPDNVs change is completed. You hereby authorize CampaignShortCuts and its Internet Domain Registration vendor to list itself as the billing contact, technical contact and name servers in connection with your domain name and to take any actions CampaignShortCuts deems appropriate in those capacities. However, upon termination of the Service, CampaignShortCuts will immediately cease acting in those capacities including switching registrars. After such time, CampaignShortCuts will not be responsible to forward any notices, emails or other correspondence to you or to take any other actions in connection with your domain name. Additionally, in the event that your Service is suspended by CampaignShortCuts for lack of payment or any other reason, CampaignShortCuts shall not renew any domain names that may become due for renewal during the suspension of the account. You will be solely responsible for all ongoing fees, as well as removing CampaignShortCuts as the billing, technical contact and name servers in connection with your domain name.

Service Level Agreement

CampaignShortCuts provides a guarantee that, should the availability of the Service be less than 99.9% for any contracted month, CampaignShortCuts will provide a 5% credit of your monthly service contract for each 60 minute duration that the service is unavailable up to 100% of your monthly hosting fees. Should the Service become unavailable, you must submit a support ticket or email notification to CampaignShortCuts providing detail on the Service outage. Scheduled maintenance between the hours of 11:00pm US Central and 6:00am US Central does not count as downtime. No scheduled maintenance is made during Texas state wide early voting or election dates.

Modification of the Service

CampaignShortCuts reserves the right, at its sole discretion, to, at any time, modify, update or provide limited customization of the Service. Any and all customization or modifications remain the property of CampaignShortCuts with all rights reserved. CampaignShortCuts reserves the right, at its sole discretion, to discontinue the Service, temporarily or permanently, (or any part thereof), including the imposition of limits on certain features and services or restriction of access to parts or all of the Service, with a 30 day

notice. You agree that CampaignShortCuts shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. You further agree that CampaignShortCuts shall have the right to remove any feature from the Service, with 30 day notice to you, at any time at CampaignShortCuts sole discretion, if CampaignShortCuts discontinues offering the feature for any reason. If you do not agree to any such modifications, your sole and exclusive remedy is to cancel the Service.

General

If any provision of this Agreement and the CampaignShortCuts License and Services Ordering Document is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. CampaignShortCuts' failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. You shall not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of CampaignShortCuts, and any such attempted assignment shall be void. CampaignShortCuts may assign this Agreement to any person or entity acquiring all or substantially all of the assets or ownership interest of CampaignShortCuts. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. This Agreement sets forth the entire understanding and agreement between CampaignShortCuts and you with respect to the subject matter hereof. The section and subsection titles in the Agreement are for convenience only and have no legal or contractual effect. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement and the referenced CampaignShortCuts License and Services Ordering Document shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.