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CivicPlus's Terms of Use

7 months ago · Updated

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Important Note

Last Revised: November 2022

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1. Acceptance of Terms

CivicPlus, LLC ("CivicPlus") welcomes you. CivicPlus provides its services to "you" (or "your"), which refers to you, a user of the Site or Solution of CivicPlus, subject to the following Terms of Use ("TOU"), which may be updated by us from time to time without notice to you. Please periodically review these TOU because your continued use of the Site and/or the Solutions indicated your agreement with these TOU as modified. You can review the most current version of the TOU at any time at on our website at <http://www.civicplus.com/terms-of-use>. This version was updated on November 1, 2022.

In the event there is a conflict between these TOU and any separate agreed upon terms and conditions between you and CivicPlus, such separate agreed upon terms and conditions will govern.

By using or attempting to use the Site or any Solution, you certify that (i) you are a resident of the United States and are at least 16 years of age, or if under the age of 16, your parent or guardian has consented to your use of the Site or Solution, or (ii) you are not a resident of the United States and are at least 18 years of or, if under 18, you have the consent of your parent or guardian (over the age of 18) to use the Site or Solution. You also certify that you are not a person barred from receiving the use of the Site or Solutions under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all the terms and conditions contained in this TOU, you must stop using the Site and Solutions immediately.

2. Description of Services

CivicPlus provides various engagement solutions that facilitate communication, workflow management, and transparency between constituents and their local government (individually and collectively, the "Solution(s)"). You understand and agree that the Solutions may include certain communications from CivicPlus, such as service announcements and administrative messages, and that these communications are considered part of CivicPlus Solution registrations and/or memberships, as appropriate, and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Solutions shall be subject to the TOU. You understand and agree that the Solutions' services are provided "AS-IS" and that CivicPlus assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Solution, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Solutions.

3. Permitted Use of the Products and Site

You may use the CivicPlus proprietary websites (individually and collectively, the "Site"), and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Site Content") solely for your non-commercial, personal purposes and/or to learn about CivicPlus Solutions, products and services, and solely in compliance with these TOU. You may use the Solutions solely for the purpose for which they are provided and in compliance with the master services agreement, statement of work, and/or these TOU.

4. CivicPlus Privacy Policy

Your use of the Site and all Solutions is subject to [CivicPlus's Privacy Policy \(https://www.civicplus.help/hc/en-us/articles/11080149398039-CivicPlus-Privacy-Policy\)](https://www.civicplus.help/hc/en-us/articles/11080149398039-CivicPlus-Privacy-Policy). Registration Data and certain other information about you is subject to our Privacy Policy. We will not share or sell your contact information with another company without your permission, with the exception of the Authority that you are engaging with via a Solution, as described below. You understand that through your use of the Site and Solutions you consent to the collection and use (as set forth in this Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by CivicPlus.

CivicPlus is often a channel of communication between citizens and their local government or other local authorities (collectively, referred to as "Authority(ies)"). If you interact via any Solution directly with any Authority, the contact information you enter when you register on the respective Solution can and may be transmitted to the Authority you are attempting to contact. Your contact information may be used as contact information for communication with that Authority. In this regard, you should consider the contact information you use to be one which you are using to communicate directly with the Authority.

5. Your Obligations

In consideration of your use of the Site and Solutions, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by any Solution registration or other forms (the "Registration Data") and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or CivicPlus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CivicPlus has the right to suspend or terminate your account and refuse any and all current or future access and use of any or all the Solutions (or any portion thereof). CivicPlus is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Solutions must take responsibility to determine whether the content is appropriate for your child.

You understand that all information, data, text, photographs, graphics, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person or Authority from whom such Content originated. This means that you, and not CivicPlus, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via any Solution. With the exception of moderating for compliance of the terms herein, CivicPlus does not control the Content posted via the Solutions and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using any of the Solutions, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will CivicPlus be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via any of the Solutions.

Content included within the Solutions provided by CivicPlus belongs to the Authorities from which it originated. Certain Content or information provided within or appearing on the Solutions may not reflect the most current or accurate information, including without limitation municipal codes, events, or contact information. Your use and reliance on such Content and information is at your own risk. For confirmation of accurate information, please contact the Authority that owns the Content and information. You agree that CivicPlus is not responsible or liable for any inaccurate Content or information provide within or appearing on each Solution. The Content and information provided on the Solutions is not intended to and does not constitute legal or professional advice and no attorney-client relationship is formed.

6. Member Account, Password and Security

You may receive an account designation upon completing any of the Solutions' registration process. You are responsible for maintaining the confidentiality of the account and your associated password and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify CivicPlus of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CivicPlus cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

7. Prohibited Use

You agree to not use any of the Solutions or the Site to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a CivicPlus official, a government official, Authority, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through any Solution;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any Content that publicly displays the personally identifiable information of any third party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- engage in spamming, flooding, or denial of service attacks;
- upload, post, email, transmit or otherwise make available any material that contains 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;
- interfere with or disrupt any Solution, Site or servers or networks connected to any Solution or Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Solutions;
- restrict or inhibit any other visitor or user from using the Site or any Solution, including, without limitation, by means of "hacking" or defacing any portion of the Site or Solutions;
- intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;
- "stalk" or otherwise harass another; and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs in this Section 7.
- Use the Site or any Solution in violation of these TOU;
- Use the Solutions and/or Site in violation of the terms of any applicable Acceptable Use Policy, as provided.

- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site or any Solution, or otherwise attempt to discover any source code, or allow any third party to do so;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Site Content or Solutions in any way;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site or any Solution in a manner that sends more request messages to the CivicPlus servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser, unless specifically permitted by CivicPlus and in accordance with any specific rate or use limitations;
- Use the Site or any Solution in any manner that damages, disables, overburdens, or impairs any Site or Solution or interferes with any other party's use and enjoyment of any Site or Solution;
- Mirror or frame the Site, Solutions or any part of the foregoing on any other web site or web page.
- Attempt to gain unauthorized access to the Site or Solutions;
- Access the Site or Solutions by any means other than through the interface that is provided by CivicPlus for use in accessing the Site or any Solution;
- Use the Site or Solutions for any purpose or in any manner that is unlawful or prohibited by these TOU.

The foregoing actions shall constitute a material breach of these TOU. Any unauthorized use of any Site Content, the Site, or Solutions may violate patent, copyright, trademark, and other laws.

You acknowledge that CivicPlus may or may not pre-screen Content, but that CivicPlus and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Solutions. Without limiting the foregoing, CivicPlus and its designees shall have the right to remove any Content that violates these TOU, specifically those requirements listed in this Section 7. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by CivicPlus or submitted to CivicPlus.

You acknowledge, consent and agree that CivicPlus may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the TOU;
- (c) respond to claims that any Content violates the Rights of third parties;
- (d) respond to your requests for customer service; or
- (e) protect the rights, property or personal safety of CivicPlus, its users and the public.

You understand that the technical processing and transmission of the Solutions, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Solutions and software embodied within each of the Solutions may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by CivicPlus and/or content providers who provide content to the Solutions. You may not attempt to override or circumvent any of the usage rules embedded into the Solution. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Solutions, in whole or in part, is strictly prohibited.

8. Content You Post or Provide.

You represent that you have all right, title, and interest to Content you post on the Solutions, Site or provide to CivicPlus, including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Content, and that posting such Content does not

violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the Content you post is true and your own work or work you are authorized to submit, and that the Content you post does not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Content you supply do not violate these TOU.

CivicPlus does not claim ownership of Content you submit or make available for inclusion on within the Solutions. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of any Solution, you grant CivicPlus the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of any Solution, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the respective Solution solely for the purpose for which such Content was submitted or made available.
- With respect to Content other than photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of any Solution, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

9. Links

The Site and Solutions may provide, or third parties may provide, links to other World Wide Web sites or resources. Links on the Site and the Solutions to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site or Solution. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by CivicPlus of the third party, the third-party web site, or the information there. CivicPlus is not responsible for the availability of any such web sites. Because CivicPlus has no control over such sites and resources, you acknowledge and agree that CivicPlus is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. If you use the links to the web sites of CivicPlus affiliates or service providers, you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites. You further acknowledge and agree that CivicPlus shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

10. Contributions to CivicPlus

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to CivicPlus through its suggestion or feedback webpages or via email, you acknowledge and agree that:

- (a) your Contributions do not contain confidential or proprietary information;
- (b) CivicPlus is not under any obligation of confidentiality, express or implied, with respect to the Contributions;
- (c) CivicPlus shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide;
- (d) CivicPlus may have something similar to the Contributions already under consideration or in development;
- (e) your Contributions automatically become the property of CivicPlus without any obligation of CivicPlus to you; and
- (f) you are not entitled to any compensation or reimbursement of any kind from CivicPlus under any circumstances.

11. Copyrights and Trademarks

The Site and each Solution is based on proprietary CivicPlus technology and includes CivicPlus's proprietary Content and Site Content. The Site and each Solution is protected by applicable intellectual property and other laws, including trademark, trade secret and copyright laws. The Site and each Solution, including all intellectual property rights in the foregoing, belongs to and is the property of CivicPlus or its licensors (if any).

CivicPlus owns and retains all copyrights in its proprietary Content. Except as specifically permitted on the Site or any Solution as to certain CivicPlus Content, the CivicPlus Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on

the Content, the Site, or any Solution, in whole or in part, by any means. Customer does not receive any right or license to use the foregoing. CivicPlus may use and incorporate into the Site or the CivicPlus Service any suggestions or other feedback you provide, without payment or condition.

The CivicPlus name, logo, trademarks and service marks and other CivicPlus product names logos and service names are trademarks of CivicPlus, LLC (the "CivicPlus Marks"). The appearance, layout, color scheme, and design of the Site are protected trade dress. Without CivicPlus's prior written permission, you agree not to display or use in any manner the CivicPlus Marks.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement on the Site or any solution should be sent to CivicPlus's designated Copyright Agent. See the Claims of Copyright Infringement instructions below.

12. CivicPlus's Proprietary Rights

You acknowledge and agree that the Site and Solutions and any necessary software used in connection with the Solutions ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by CivicPlus, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any of the Solutions or the Software, in whole or in part.

CivicPlus grants you a personal, non-transferable and non-exclusive, revocable, limited right and license to access and use the Software on a single device in compliance with these TOU; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Solutions. You agree not to access the Solutions by any means other than through the interface that is provided by CivicPlus for use in accessing the respective Solution.

13. Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages.

Violations of these TOU, including unauthorized use of the Site or any Solution, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in CivicPlus's sole discretion, and without prior notice, CivicPlus may terminate and block your access to the Site or to any Solution, cancel your registrations, refuse to honor pending and future purchases made from all credit card accounts or online accounts CivicPlus believes may be associated with you, cancel a registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized Content or exercise any other remedy available, if CivicPlus believes that your conduct or the conduct of any person with whom CivicPlus believes you act in concert, or the Content you provide, violates or is inconsistent with these TOU or the law, or violates the rights of CivicPlus, a customer of CivicPlus or another user of the Site and Solutions.

You agree that monetary damages may not provide a sufficient remedy to CivicPlus for violations of these TOU and you consent to injunctive or other equitable relief for such violations.

You agree that abusive use of the Site and Solutions, as defined above, causes damage and harm to CivicPlus in the form of, among other things, impaired goodwill, lost sales, and increased expenses associated with responding to abusive use of the Site and Solutions. You further agree that monetary damages for abusive use of the Site and Solutions are difficult to ascertain and that proof of monetary damages for abusive use would be costly and difficult to calculate. Accordingly, you agree that liquidated damages are warranted for abusive use. Therefore, you agree that if you, or others acting in concert with you, alone or collectively request more than 1,000 pages of the Site or any Solution in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents (\$0.25) per page request each time that a page request is made after that first 1,000 during that twenty-four hour period. You acknowledge that: (a) CivicPlus has a valid interest in ensuring proper use of the Site and each Solution; (b) this provision is reasonably tailored to that purpose; and (c) that the liquidated damages amount is a reasonable approximation of the costs and damages that CivicPlus would incur as a result of such action by you or others acting in concert with you.

CivicPlus is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these TOU or any of CivicPlus's rights. Additionally, CivicPlus reserves the right, in its sole discretion, to modify, suspend or discontinue any part of this Site or any Solution at any time, with or without notice to you. CivicPlus also reserves the right, in its sole discretion, to impose limits on certain features and services and to restrict access to the Site or any Solution without notice to you. CivicPlus shall not be liable to you or any third party for any claim or cause of action arising out of its exercise of the foregoing rights.

14. Rules for Sweepstakes, Contests and Games.

In addition to these TOU, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these TOU. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. CivicPlus urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy, which, in addition to these TOU, governs any information you submit in connection with such activities. To the extent such rules conflict with these TOU, such rules shall control with respect to the particular Promotion.

15. International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

16. Downloading Files

CivicPlus cannot and does not guarantee or warrant that files available for downloading through the Site or any Solution will be free of infection by software viruses or other harmful computer code, files or programs.

17. Indemnity

You understand and agree that you are personally responsible for your behavior on the Site and each Solution. You agree to indemnify, defend and hold harmless CivicPlus, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Content you submit, post, transmit or otherwise make available through any Solution, your use, misuse, connection to the Solutions, or inability to use the Site, Solutions, or the Content, your violation of any rights of another, or any violation by you of these TOU.

18. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of any Solution (including your CivicPlus Solutions login), use of the solution, or access to any of the Solutions.

19. Disclaimers; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE AND SOLUTIONS IS AT YOUR SOLE RISK. THE SOLUTIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CIVICPLUS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CIVICPLUS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SOLUTIONS WILL MEET YOUR REQUIREMENTS; (ii) THE SOLUTIONS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOLUTIONS WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOLUTIONS WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOLUTIONS OR THE SITE IS ACCESSED 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.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CIVICPLUS OR THROUGH OR FROM THE SOLUTIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CIVICPLUS IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CIVICPLUS AND ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR ANY SOLUTION, WITH THE DELAY OR INABILITY TO USE THE SITE OR ANY SOLUTION, OR FOR ANY CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OR ANY SOLUTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF CIVICPLUS OR ANY OF CIVICPLUS'S SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, CIVICPLUS IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF CIVICPLUS AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, LICENSORS OR SUPPLIERS SHALL IN ALL CASES BE LIMITED TO ONE HUNDRED DOLLARS.

20. General Practices Regarding Use and Storage

You acknowledge that CivicPlus may establish general practices and limits concerning use of the Solutions, including without limitation the maximum disk space that will be allotted on Solutions' servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access any of the Solutions in a given period of time. You agree that CivicPlus has no responsibility or liability for the deletion or failure to store any tickets/issues and other communications or other Content maintained or transmitted by any of the Solutions. You acknowledge that CivicPlus reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that CivicPlus reserves the right to modify these general practices and limits from time to time.

21. Modifications to Service

CivicPlus reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any of the Solutions (or any part thereof) with or without notice. You agree that CivicPlus shall not be liable to you or to any third party for any modification, suspension or discontinuance of any of the Solutions.

22. Termination

You agree that CivicPlus may, under certain circumstances and without prior notice, immediately terminate your CivicPlus account, and access to any Solution. Cause for such termination shall include, but not be limited to:

- (a) breaches or violations of the TOU or other incorporated agreements or guidelines,
- (b) requests by law enforcement or other government agencies,
- (c) a request by you or the appropriate Authority (self-initiated account deletions),
- (d) discontinuance or material modification to any Solutions (or any part thereof),
- (e) unexpected technical or security issues or problems,
- (f) extended periods of inactivity,
- (g) engagement by you in fraudulent or illegal activities, and/or
- (h) nonpayment of any fees owed by you in connection with the Solution.

Termination of your CivicPlus account and access to any Solution includes

- (a) removal of access to all offerings within the specific Solution,
- (b) deletion of your password and anonymization of all related information, files and content associated with or inside your account (or any part thereof), and
- (c) barring of further use of the respective Solution.

Further, you agree that all terminations for cause shall be made in CivicPlus's sole discretion and that CivicPlus shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Solution.

23. General Provisions

(A) No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this agreement.

(B) Notice

CivicPlus may provide you with notices, including those regarding changes to the TOU, including by but not limited to email, regular mail, postings on the Site or any Solution, or other reasonable means now known or hereinafter developed.

(C) Entire Agreement/No Waiver

The terms of this TOU constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by CivicPlus of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

(D) Severability of Terms

If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

(E) No Right of Survivorship and Non-Transferability

You agree that your CivicPlus Solution account is non-transferable and any rights to your CivicPlus Solution login or contents within your account terminate upon your death.

(F) Correction of Errors and Inaccuracies

The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. CivicPlus therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. CivicPlus does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

(G) Choice of Law and Forum

Any and all disputes relating to these TOU, CivicPlus's Privacy Policy, your use of the Site, any Solution, or any other CivicPlus web site or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Kansas, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts Kansas City, Kansas in the event of any dispute of any kind arising from or relating to these TOU, CivicPlus's Privacy Policy, your use of the Site, any Solution, any other CivicPlus web site or the Content.

(H) Statute of Limitations

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 any of the Solutions or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

24. Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement.

CivicPlus respects the intellectual property of others, and we ask our users to do the same. CivicPlus may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following notice ("Notice") to the CivicPlus's Copyright Agent containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

CivicPlus's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: DMCAnotice@civicplus.com

The section titles in the TOU are for convenience only and have no legal or contractual effect.

Supplemental Articles

- [CivicPlus Master Services Agreement \(https://www.civicplus.help/hc/en-us/articles/10989047390487\)](https://www.civicplus.help/hc/en-us/articles/10989047390487)
- [CivicPlus Product Terms \(https://www.civicplus.help/hc/en-us/articles/10989896380951\)](https://www.civicplus.help/hc/en-us/articles/10989896380951)
- [CivicPlus Privacy Policy \(https://www.civicplus.help/hc/en-us/articles/11080149398039\)](https://www.civicplus.help/hc/en-us/articles/11080149398039)

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