

# Terms of Service

Last Updated: October 6, 2014

## 1. ACCEPTANCE OF TERMS

THESE TERMS AND CONDITIONS OF SERVICE (the “Terms”) ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND Better Government Association (its affiliates, subsidiaries, and partners, collectively, “BGA,” “we,” “us,” and “our”) governing your use of this Site, <http://www.bettergov.org>. Please review the Terms fully before you continue to use the Site.

By accessing and using the Site, you acknowledge that you have read, understood and agree to be bound by these Terms, including the [Privacy Policy](#). You shall also be subject to any additional terms posted with respect to individual sections of the Site. If at any time you do not agree with these Terms, please discontinue using the Site immediately.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the “Last Updated” legend at the top of this page. Each time you access, use or browse the Site, you signify your acceptance of the then-current Terms. Any material changes in these Terms take effect upon posting and apply only to use of the Site and information collected from you on and after Last Revised date, unless we provide notice or have other communications with you.

BGA may make changes to the Site, content, services or features of the Site at any time. You understand and agree that BGA may discontinue or restrict your use of the Site at any time for any reason or no reason with or without notice.

## 2. PRIVACY POLICY

Please review the Privacy Policy for the Site, which is incorporated in these Terms. If you do not agree with the [Privacy Policy](#), you are not authorized to use the Site.

### **3. ACCOUNT PASSWORD AND SECURITY**

The Site may contain features that require registration or receipt of temporary access (“Restricted Areas”). You are not required to register to visit the Site, but may not be able to access some content without registration. At the time of registration, you will select a username and password to be used in conjunction with your account. You agree to provide only accurate and truthful information in creating or maintaining an account. You are responsible for maintaining the confidentiality of your password or the temporary password provided to you, and are fully responsible for all uses of the password, whether by you or others. You agree to (a) keep your password confidential and not share them with anyone else; (b) immediately notify BGA of any unauthorized use of your password or account or any other breach of security; and (c) use only your password to access the Site’s Restricted Areas. BGA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section or Terms.

You acknowledge and agree that BGA is authorized to act on instructions received through use of your password, and that BGA may, but is not obligated to, deny access or block any transaction made through use of your password without prior notice if we believe your password is being used by someone other than you, or for any other reason.

You acknowledge, consent and agree that BGA 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: (i) to comply with legal process; (ii) to enforce the Terms; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, property, or personal safety of BGA, its users and the public.

### **4. PERMITTED USES**

Any content available through the Site, including without limitation text, documents, graphics, drawings, audio, videos, logos, icons, images, media, data, charts, maps, software and other information and materials (the “Content”) is subject to copyright protection and is the sole and exclusive property of BGA, its licensors, or other content providers.

By using the Site, you acknowledge and agree that the Site is for personal use only. You may copy information from the Site only for your personal use and you warrant that you will not, under any other conditions, reproduce, duplicate, copy, sell, trade, resell, modify, distribute, decompile, disassemble, or reverse engineer any portion of the Site.

You agree to abide by any posted limitations relating to use, reproduction or dissemination of any Content. Any use of the Site or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law.

## **5. PROPRIETARY RIGHTS**

You acknowledge and agree that, as between BGA and you, all right, title, and interest in and to the Site and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights, are owned exclusively by BGA or its licensors and are protected by United States intellectual property and other applicable laws.

**Copyright:** All Content is subject to copyright protection and constitutes the property of BGA or its licensors or content providers and is protected by U.S. and international copyright laws. Except for personal fair use, you agree not to copy, modify, distribute, transmit, republish, sell, resell or exploit, for any purpose, any portion of the Site or the Content other than as expressly authorized by BGA in writing.

**Trademarks:** The trademarks, service marks, logos, slogans, trade names and trade dress used on the Site are proprietary to BGA or its licensors or content providers. Third party trademarks referenced in the Site do not constitute or imply affiliation with, endorsement, or recommendation of BGA by the respective trademark owners. Without limitation, BGA®, BETTER GOVERNMENT ASSOCIATION®, BETTER GOVERNMENT ASSOCIATION® & Bulldog design, BETTER GOVERNMENT ASSOCIATION® & building design, and its registered bulldog silhouette image are all trademarks registered in the United States Patent and Trademark Office and owned by BGA.

## **6. MODIFICATIONS, SUSPENSION AND TERMINATION**

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

BGA reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Site, Content or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that BGA shall not be liable to you or any third party for any such suspension, discontinuance or termination.

Grounds for suspension, discontinuance, or termination shall include, but not be limited to, (a) breaches or violations of the Terms or other agreements or guidelines, (b) requests by law enforcement or government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification of the Site (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Suspension, discontinuance, or termination of your account(s) may include (a) removal of access to all offerings within the Site's Restricted Areas, (b) at BGA's sole discretion, the deletion of all of your Site account information and other content associated with your Site account (or any part thereof), and (c) barring further use of the Site Restricted Areas.

## **7. DEALINGS WITH ADVERTISERS AND OTHER USERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers and other third parties found on or through the Site, including payment for and delivery of related goods and services, and any other Terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that BGA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Site.

## **8. LINKS**

The Site may provide advertisements, postings and links to websites operated by other parties. The Site provides these advertisements, postings and links as a convenience, and your use of other websites is at your own risk. The advertisements, postings and linked websites are not under the control of BGA which is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply BGA's endorsement of information, material, products or services of any other party or any other website. BGA disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that BGA is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other website or resource.

## **9. INDEMNITY**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BGA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, LICENSORS, LICENSEES, SERVICE PROVIDERS, ADVERTISERS, CO-BRANDERS AND OTHERS ACTING IN CONCERT WITH THEM, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE SITE OR ANY CONTENT OR SERVICES, YOUR DEALINGS IN CONNECTION WITH THE SITE, OR YOUR SUBMISSION(S) OR ANY MATERIALS YOU SUBMIT OR TRANSMIT TO THE SITE OR TO BGA; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF BGA OR ANY THIRD PARTY; AND (C) ANY ACTIVITY RELATED TO YOUR USE OF RESTRICTED AREAS, OR ANY OTHER PERSON ACCESSING THE SITE USING YOUR ACCOUNT.

## **10. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BGA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. BGA DOES NOT WARRANT THE ACCURACY, CURRENCY, OR COMPLETENESS OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE AND CONTENT IS AT YOUR SOLE RISK. BGA ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO PROVIDE ANY CONTENT OR TO STORE ANY PERSONALIZED SETTINGS OR USER MATERIALS.

BGA MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DOWNLOADED AND USED AT YOUR SOLE 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 OR USE OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BGA OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## **11. LIMITATION ON LIABILITY**

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BGA SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BGA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES

PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE BGA SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE.

## **12. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITATION OF LIABILITY SHALL BE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **13. NOTICE REQUIRED BY CALIFORNIA LAW**

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is Better Government Association, 223 W. Jackson Blvd., Suite 900, 312-427-8330. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to [info@bettergov.org](mailto:info@bettergov.org).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

## **14. CHOICE OF LAW**

Any dispute between you and BGA arising out of or relating to these Terms, the Privacy Policy, the Site or its Content shall be governed by, and will be construed in accordance with, the laws of the State of Illinois, U.S.A., without

regard to choice of law principles.

## **15. NO THIRD PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to these Terms. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of BGA, and any assignment or transfer in violation of this provision shall be null and void.

## **16. ARBITRATION**

Any controversy or claim arising out of or relating to these Terms, the Privacy Policy, the Site or its Content, with the exception of those controversies or claims specifically excluded below, shall be settled by binding arbitration in accordance with the American Arbitration Association (“AAA”) Commercial Arbitration Rules (“AAA Rules”), and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”). The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules.

You and BGA agree that any arbitration shall be limited to the dispute between BGA and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is not right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

You and BGA agree that the following disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or BGA ‘s intellectual property rights; and (2) any claim for injunctive relief.

For any dispute not subject to arbitration, or where no election to arbitrate has been made, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in Chicago, Illinois. You further agree to accept

service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. You agree that to the fullest extent permitted by law: (i) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (ii) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; and (iii) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

BGA controls the Site from its offices within the United States of America, and the Site is intended for use only in the United States of America. BGA does not represent that the materials on this Site are appropriate or made available for use outside of the United States of America. BGA reserves the right to limit the availability of the Site for any person, geographic area or jurisdiction at any time in its sole discretion. Those who choose to access the Site from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable.

BGA reserves the right to seek all remedies available at law and in equity for violations of these Terms or special terms or rules set forth on the Site, including without limitation the right to block access from a particular internet address.

## **17. GENERAL INFORMATION**

Entire Agreement. These Terms, together with the Privacy Policy, set forth the entire understanding and agreement between you and BGA with respect to the subject matter hereof, and supersede any prior agreements, oral or written, between you and BGA.

Waiver and Severability of Terms. The failure of BGA to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms 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 Terms remain in full force and effect.

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 the use of the

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

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

## **18. VIOLATIONS**

You agree that you will report any violations of the Terms to [info@bettergov.org](mailto:info@bettergov.org).