NATIONAL VOTE AT HOME INSTITUTE
TERMS AND CONDITIONS

Date of Last Revision: October 9, 2018

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

These terms and conditions of use (“Site Terms”) apply to your access to, and use of, the Web site of National Vote at Home Institute, located at Voteathome.org and any other site of National Vote at Home Institute that links to these Site Terms (collectively the “Site”). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with National Vote at Home Institute, or its subsidiaries or affiliates, for products, services or otherwise.

National Vote at Home Institute reserves the right to change or modify any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

1. Privacy Policy

Please refer to our Privacy Policy for information on how National Vote at Home Institute collects, uses and discloses personally identifiable information from its users.

2. Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation, the National Vote at Home Institute logo, and all designs, text, graphics, pictures, information, data,
software, sound files, other files and the selection and arrangement thereof (collectively, the “Site Materials”) are the proprietary property of National Vote at Home Institute or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site your informational, non-commercial and personal use only. Such license is subject to these Site Terms and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the distribution, public performance or public display of any Site Materials; (c) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; (f) any use of the Site or Site Materials in a manner that jeopardizes National Vote at Home Institute’s status as a tax-exemption organization under Section 501(c)(3) of the Internal Revenue Code, including, but not limited to, use of the Site or Site Materials for Political Campaign Activity, as further defined below; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of National Vote at Home Institute, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes Unless explicitly stated herein, nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Political Campaign Activity includes any activity in connection with the participation or intervention, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office within the meaning of sections 501(c)(3) and 5955 of the Internal Revenue Code. It includes, but is not limited to, (a) any activity in connection with any encouragement to vote for or against any political party or public policy issue; and (b) any activity that demonstrates preference for or against any voter or potential voter on the basis of that voter or potential voter’s political party membership or preference, or on the basis of that voter or potential voter’s opinion on public policy issues. The Site and Site Materials may not be used in connection with Political Campaign Activity; nor may the Site or Site Materials be used by any entity organized or operated under section 527 of the Internal Revenue Code.
3. Trademarks

NATIONAL VOTE AT HOME INSTITUTE, the National Vote at Home Institute logo and any other product or service name or slogan contained in the Site are trademarks of National Vote at Home Institute, and may not be copied, imitated or used, in whole or in part, without the prior written permission of National Vote at Home Institute or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “National Vote at Home Institute” or any other name, trademark or product or service name of National Vote at Home Institute without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of National Vote at Home Institute and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site 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.

4. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray National Vote at Home Institute or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a National Vote at Home Institute logo or other proprietary graphic of National Vote at Home Institute to link to this Site without the express written permission of National Vote at Home Institute. Further, you may not use, frame or utilize framing techniques to enclose any National Vote at Home Institute trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without National Vote at Home Institute’s express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of National Vote at Home Institute or any third party.
National Vote at Home Institute makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of National Vote at Home Institute and National Vote at Home Institute is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. National Vote at Home Institute provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by National Vote at Home Institute of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

5. Third Party Content

National Vote at Home Institute may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the “Third Party Content”) as a service to those interested in this information. National Vote at Home Institute does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that National Vote at Home Institute is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

6. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Site or National Vote at Home Institute that are provided by you in the form of email or other submissions to National Vote at Home Institute, or any postings on the Site, are non-confidential and shall become the sole property of National Vote at Home Institute. National Vote at Home Institute shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

7. Disclaimer
EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY NATIONAL VOTE AT HOME INSTITUTE, THE SITE, THE SITE MATERIALS CONTAINED THEREIN AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE “SERVICES”) ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NATIONAL VOTE AT HOME INSTITUTE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND THE SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. NATIONAL VOTE AT HOME INSTITUTE DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE NATIONAL VOTE AT HOME INSTITUTE ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE AND THE SERVICES SAFE, NATIONAL VOTE AT HOME INSTITUTE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

National Vote at Home Institute reserves the right to change any and all content contained in the Site and to modify, suspend or discontinue the Site or any Services offered through the Site or any features or functionality of the Site or the Services at any time without notice and without obligation or liability to you. 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, or any affiliation therewith, by National Vote at Home Institute.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL , ITS DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEERS, OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES, THE CONTENT
OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM NATIONAL VOTE AT HOME INSTITUTE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO NATIONAL VOTE AT HOME INSTITUTE’S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NATIONAL VOTE AT HOME INSTITUTE, OR ITS DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEERS, OR AGENTS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICES OR TO THESE SITE TERMS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO NATIONAL VOTE AT HOME INSTITUTE FOR ACCESS TO OR USE OF THE SITE.

9. Applicable Law and Venue

These Site Terms and your use of the Site shall be governed by and construed 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 resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the federal courts located in District of Columbia and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

10. Termination

Notwithstanding any of these Site Terms, National Vote at Home Institute reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future your access to and use of the Site.

11. Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these
Site Terms and shall not affect the validity and enforceability of any remaining provisions.

12. Questions & Contact Information

Questions or comments about the Site may be directed to National Vote at Home Institute at info@voteathome.org.