

# Terms of Use

## WEB SITE TERMS AND CONDITIONS

*Date of Last Revision: July 31, 2018*

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Any use or access of the Site by anyone under the age of 13 is prohibited. If you are using the Site on behalf of an organization or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and rights provided in these Site Terms and bind the entity to these Site Terms, and that you agree to these Site Terms on the entity's behalf.

PoliVols 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. Copyright and Limited License**

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## **2. Privacy Policy**

Please refer to our Privacy Policy for information on how PoliVols collects, uses and discloses personally identifiable information in connection with the Site.

## **3. Copyright Complaints**

If you believe that anything on the Site infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Copyright Agent

Full Address of Designated Agent to Which Notification Should be Sent: 154 Krog Street

Telephone Number of Designated Agent: 404-376-6576

E-Mail Address of Designated Agent: [info@polivols.com](mailto:info@polivols.com)

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## **4. Trademarks**

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## **6. Third Party Content and Events**

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## **7. User Conduct**

You agree that you are solely responsible for your conduct while on the Site, and you agree that you will not do any of the following in connection with the Site or its users:

- Use the Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;
  - Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
  - Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
  - Send distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
  - Harvest or otherwise collect information about users, including email addresses, without their consent;
  - Use the Site for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
  - Circumvent or attempt to circumvent any filtering, security measures or other features
- PoliVols may from time to time adopt to protect the Site, its users or third parties.

## **8. Indemnification**

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless PoliVols and its officers, directors, members, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from or related to: (i) your use of and conduct on the Site; (ii) your violation of any provision of these Site Terms; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right.

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#### **11. 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 State of New York, applicable to agreements made and to be entirely performed within the State of New York, 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 state and federal courts located in Fulton County, Georgia 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.

#### **12. Termination**

Notwithstanding any of these Site Terms, PoliVols 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.

#### **13. 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.