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**PENNSYLVANIA DEPARTMENT OF STATE**

**ONLINE VOTER REGISTRATION WEB API TERMS OF USE**

**Version 1.0 - August 2016**

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The Pennsylvania Department of State (DOS) hosts the https://www.pavoterservices.state.pa.us/Pages/VoterRegistrationApplication.aspx website, that allows eligible Pennsylvanians to register to vote using DOS' online voter registration application. DOS desires to allow third-parties (Posting Entities) to access the online voter registration application via a web application program interface (Web API) to facilitate voter registration through the third-party's website. The following Terms of Use (Terms) set forth the parameters under which third-parties will be granted access to the Web API. By registering with DOS, the Posting Entity acknowledges and agrees to the following:

### 1. Definitions

PA OVR Web API. Application program interface developed by the Commonwealth of Pennsylvania's Department of State to provide an interface between its online voter registration application and other web-based applications. The term includes the associated tools and documentation necessary to use the API.

Application. The software application that the Posting Entity proposes to connect to and communicate with the PA OVR Web API.

Posting Entity. Any entity signatory to these Terms who has developed an Application that will submit a complete set of voter registration information to DOS on behalf of Registrants who use the Posting Entity's online register-to-vote tool.

Registrant. Person applying to be registered to vote in Pennsylvania.

Partner Organization. Organization using the Posting Entity's Application as a vehicle through which it will access the PA OVR Web API.

Partner ID. Unique ID to identify each Partner Organization to track submitted application through PA OVR Web API.

### 2. Grant of Access

The Posting Entity understands that the electronic signature on the Terms of Use will constitute the legal equivalent of its authorized representative's signature. Upon receipt of the Posting Entity's acceptance of, and its authorized representative's signature on, these Terms on DOS's website, DOS will grant Posting Entity access to the PA OVR Web API pursuant to the following registration, testing, and access procedures:

a. Posting Entity must register with DOS and create an account by going to https://paovrwebapi.votespa.com/SUREWebAPIAdmin/

b. Posting Entity must provide all of the information requested in the online login form when creating an account. The Posting Entity account must contain accurate and up-to-date.
   information at all times, including the Posting Entity's representative's current title and contact information.

   Upon registration, Posting Entity will be contacted by DOS to arrange for testing of any Application that will connect to and communicate with the PA OVR Web API. DOS will provide a master text document in English and Spanish, and such other languages into which DOS may translate its online voter registration application. DOS will provide a link to the DOS Staging environment and authentication key for staging environment. Posting Entity must demonstrate its Application in the staging environment and through supporting documentation (i.e. application screen shots) to DOS staff to verify functionality and language requirements. The Application must pass the test requirements as defined in Appendix B and also available online at www.dos.pa.gov/PAOVRWEBAPI.

c. Applications that do not pass the test requirements will not be permitted to use the PA OVR Web API.

d. Once an Application successfully completes the test requirements, Posting Entity will be given production access credentials for its Application. Access credentials include the necessary security keys or other credentials necessary to access the API. The access credentials enable DOS to associate the Posting Entity's API activity with its Application and the voter registration applications associated with it.

e. Posting Entities agree to keep all access credentials in strict confidence. Access credentials may not be shared, sold, transferred, or sublicensed. Notwithstanding the foregoing, Posting Entity may permit Partner Organizations to use its Application and the PA OVR Web API provided that

   i. Posting Entity identifies each Partner Organization by a unique partner ID for identification;

   ii. Posting Entity represents and warrants that its Partner Organizations shall not have the ability to change or modify its Application; and

   iii. Each Partner Organization identifies Posting Entity's Application as the vehicle through which it will access the PA OVR Web API below.

f.  If any Partner Organizations are hosting the Posting Entity's application on a separate server, the Posting Entity agrees to inform DOS. Partner Organizations must create their own Posting Entity account, register separately with DOS, and submit the application for testing. DOS may modify the testing protocol at its discretion for a previously tested and approved Application. Posting Entity agrees to provide DOS with notice of new Partner Organizations as soon as practicable. Currently, Posting Entity acknowledges that the following Partner Organizations may use Posting Entity's Application to access the PA OVR Web API:

_____

_____

_____

_____

Posting Entity acknowledges that it will be accessing the PA OVR Web API via the following organization(s)' Application and that the following organizations have identified Posting Entity as a Partner Organization: (complete if applicable)

_____

_____

_____

_____

g.  Once access is granted, posting voter Registrant information is governed by the process set forth in the PA OVR Web API Posting Entity Technical Requirements document, www.dos.pa.gov/PAOVRWEBAPI. The posting process must include a Pre-Save Data Operation and an HTTPS post. The Technical Requirements document includes a technical description and diagrams of the posting process.

h.  From time to time, DOS may make upgrades or modifications to the [www.dos.pa.gov/PAOVRWebAPI](www.dos.pa.gov/PAOVRWebAPI) website.  To the extent that such modifications impact PA OVR web API, including Get Calls, DOS will provide Posting Entities with sixty (60) days' notice before deployment.  Posting Entity agrees that its Application will comply with any modifications.  DOS may revoke a Posting Entity's credentials for failure to comply with modifications.  If DOS is required to make modifications on an emergency basis to respond to legislation, litigation, or other authority, DOS will notify Posting Entities within 48 hours of determining that such modifications are necessary.

i.  DOS reserves the right to cancel or revoke Posting Entity's access credentials at any time for any reason, including, but not limited to:

    i.    material breach of these Terms;

    ii.   misuse of applicant information;

    iii.  sale of applicant information to a third party;

    iv.   excessive submission of false or erroneous voter registration applications from the Posting Entity or Partner Organization;

    v.    disclosure of access credentials;

    vi.   display of inappropriate content in Posting Entity's Application; and

    vii.  interference with or disruption of  https://www.pavoterservices.state.pa.us/Pages/VoterRegistrationApplication.aspx or any other DOS website, servers or networks.

j.  Posting Entity agrees that it will track each voter registration by Partner Organization ID.  Should DOS determine that it is receiving an excessive number of erroneous or potentially fraudulent registrations, DOS shall notify Posting Entity of that determination and provide transaction ID numbers to Posting Entity.  Posting Entity agrees to respond to DOS within 24 hours and to revoke the Partner Organization's access to its Application at DOS' request. Posting Entity also agrees to investigate such registrations within the timeframe directed by DOS.  If Posting Entity fails to respond to DOS' notification or to investigate such registrations within the directed time, DOS reserves the right to revoke Posting Entity's Access Credentials.

k.  At its discretion, DOS may permit Posting Entity to cure the condition that resulted in revocation. Upon satisfactory evidence of cure, DOS may reinstate Posting Entity's access credentials.

## 3. Representations

Posting Entity represents and warrants that:

a.  It is developing an Application designed to help Pennsylvania voters register to vote electronically;

b.  It does not require the payment of any fee of any kind for a Registrant to use its Application to register to vote online;

c.  It shall take all precautions to reduce and mitigate fraudulent or erroneous voter registration applications and implement measures to avoid such submissions;

d.  It is acting on behalf of a Registrant and has permission from the Registrant to post the complete set of voter registration information to the PA OVR Web API on behalf of the Registrant via the Posting Entity's Application.

e.  Posting Entity shall at a minimum, conform to accessibility standards set forth in Section 508 of the United States Rehabilitation Act, and the Web Content Accessibility Guidelines 2.0 (W3C World Wide Web Consortium Recommendation WCAG 2.0 12/2008, Level A & Level AA Success Criteria) (Guidelines). The Guidelines assist organizations in making web content more accessible for people with disabilities.

## 4. Disclosure Requirements

Posting Entity agrees to provide all of the disclosures below, and any additional disclosures DOS may require in the future, to each Registrant who may enter information in the Posting Entity's Application for posting to PA OVR Web API. Posting Entity must demonstrate compliance with these disclosures at the time its Application is presented to DOS for testing.  DOS will provide the current official language for the below items at the time of registration.

a.  "Registration Deadline

b.  "Registration Clarification"

c.  "What You Will Need"

d.  "Additional Information"

e.  "Address Clarification"

f.  "Voter Declaration"

g.  "Penalty"

h.  "Assistance Affirmation"

## 5. Privacy and Security

Posting Entity agrees to:

a.  Conform to industry standards for website privacy and security, including but not limited to using 'HTTPS' for all interactions that contain Posting Entity-specific data. Posting Entity's Application must include its own user agreement and privacy policy. The user agreement and privacy policy must be prominently identified or located where users download or access the Application.  The privacy policy must meet applicable legal standards and accurately describe the collection, use, storage, and sharing of data.

b.  Promptly notify DOS of any breaches of its user agreement or privacy policy that impact or may impact PA OVR.  Posting Entity shall disclose to Registrants what information its Application collects and how that information is used.

c.  Abide by any federal, state or local law or regulation governing the protection and retention of personally identifying information.

d.  Give Registrants the option of proceeding immediately to the PA OVR website to complete and submit a voter registration application without providing personal information to Posting Entity through its Application to the extent that the Posting Entity is using a web based platform.  This requirement does not apply to native mobile application platforms.

e.  Ensure that neither Posting Entity, nor a Partner Organization named in paragraph 2.d. above, whether separately registered or not, captures, stores, misuses, sells, leases, loans, or delivers possession to a third party of any Registrant information provided for the purpose of posting to PA OVR.

f.  Submit the IP source addresses of the server hosts which will be communicating with PA OVR Web API and from which posts will occur, at least fourteen (14) days in advance of expected use.  Posts will be restricted to authorized IP source addresses.  Posting Entity shall provide this information to DOS at the email address set forth in paragraph 8.i.

g.  Implement API Keys per the PA OVR Web API Posting Entity Technical Requirements document, available at www.dos.pa.gov/PAOVRWEBAPI.  The Key will be random and will be generated by DOS and issued to a Posting Entity while in good standing and will expire upon termination of these Terms.  The Key will be used to identify the Posting Entity and will be validated with each communication. Upon successful validation by DOS, Posting Entity will be allowed to post the data to PA OVR Web API.  If the Key is invalid, then access to PA OVR Web API will be denied.  Posting Entity shall keep the Key confidential in transit and storage and shall destroy it upon termination of these Terms.

h.  Implement Secure Socket Layer encryption to protect registration data for any transactions not directly connected to the DOS web servers at a minimum of 2048-bit encryption.

## 6.  Data Collection Requirements

Posting Entity shall present to the Applicant and post only to the fields below:

1. Batch (specify batch or interactive filing)

2. Language parameter (0 = English, 1 = Spanish)

3. Legal Name (First/Middle/Last /Suffix)

4. US citizen.

5. 18 or older by the next election.

6. Reason (New/Change of Name, Change of Address/Change of Party/ Federal or State employee registering in county of last residence)

7. Date of Birth (MM/DD/YYYY)

8. Sex

9. Race

10. Phone Number

11. Email

12. Home Address (Street address, Street Address 2 Unit type, unit number, City, State, Zip, County, Municipality)

13. ☐ I do not have a street Address or permanent residence

14. Mailing Address (Street address or P.O. Box, City, State, Zip)

15. Identification

16. ☐ I do not have PA DL or ID or SSN

17. Voter signature image

18. Political Party

19. Voting Assistance

20. Previous Registration (Name fields if name has changed; address fields if address has changed)

21. Text of Voter Declaration

22. Confirmation Check Box Agreement to Voter Declaration

23. Text of penalty for falsifying information.

24. Assistance with Form (Name, Address, Phone Number) – Confirmation checkbox Agreement to Voter Assistance Declaration.

This list is a only a summary of required fields. Please see the PA OVR Web API Field Definition document, www.dos.pa.gov/PAOVRWEBAPI for a list of detailed requirements for each field and requirements for optional fields.

Even if the data field listed above is optional for the purpose of accepting a voter registration application, Posting Entities must still provide the data field option to registrants and transmit to the PA OVR Web API.

7. **Miscellaneous**

   a. Ownership. Posting Entity has no ownership rights with respect to the PA OVR Web API or any portion of it and shall not use the PA OVR Web API or any portion of it except as expressly set forth in these Terms. Posting Entity shall not to (i) modify or create derivative works of the PA OVR Web API; (ii) sublicense, assign, distribute, or otherwise transfer or disclose the PA OVR Web API, or any portion of it or any related documentation, to any third-party; (iii) use the PA OVR Web API on or in connection with any website other than that expressly authorized by DOS through the registration process; or (iv) cause, assist, or permit any third-party to do any of the foregoing.

   b. Limitation of Liability. In no event will the Posting Entity be liable for consequential or incidental damages. Except as set out in paragraph 8.d., below, the Posting Entity will not be liable for damages due to lost records or data. Notwithstanding the foregoing, the Posting Entity shall provide reasonable assistance to DOS in restoring such lost records or data to their most recent backup copy.

   c. Hold Harmless. The Posting Entity shall hold DOS and the Commonwealth harmless from and indemnify DOS and the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities relating to these Terms.

   d. Virus, Malicious, Mischievous, or Destructive Programming. Notwithstanding any other provision in these Terms to the contrary, if the Posting Entity or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into DOS's or the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, the Posting Entity shall be liable for any damage to any data and/or software owned or licensed by DOS or the Commonwealth. The Posting Entity shall be liable for any damages incurred by DOS and the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Posting Entity's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Posting Entity, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Posting Entity shall eliminate the virus, malicious, mischievous or destructive programming, restore DOS's and the Commonwealth's software, and be liable to DOS and the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of these Terms and complying with those standards.

   e. Patent, Copyright, Trademark, and Trade Secret Protection. The Posting Entity shall hold DOS and the Commonwealth harmless from any suit or proceeding which may be brought by a third party against DOS or the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of these terms, including all work, services, materials, reports , studies, and computer programs provided by the Posting Entity, and in any such suit or proceeding will satisfy any final award for such infringement, including costs.

   f. Non-Discrimination. Posting Entity shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or applicant for voter registration because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, or denial of family care leave. Posting Entity shall not unlawfully discriminate, harass, or allow harassment against any voter registration applicant because of sex, race, color, ancestry, religious creed, political beliefs, partisan affiliation, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, or denial of family care leave.

   g. Governing Law. These Terms are governed by and shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

   h. Representations. Posting Entity represents and warrants that its agreement and obligations under these Terms do not infringe on the intellectual property, copyright, privacy, or contractual rights of any third party.

   i. Notices. Notices shall be sent to the Posting Entity at the email addresses set forth in the registration form submitted at the time or registration or at such other address as shall be given to DOS in writing. Notice to the Commonwealth shall be via email to RA-voterreg@pa.gov.

   j. Assignment. Posting Entity may not assign or delegate any rights or obligations under these Terms. Any purported assignment and delegation shall be ineffective.

   k. Modification. DOS reserves the right to modify, supplement, or replace these Terms, effective prospectively upon posting at www.dos.pa.gov/PAOVRWEBAPI or otherwise notifying you. For example, we may present an updated version and last modified date at www.dos.pa.gov/PAOVRWEBAPI when we have amended these Terms so that you may access and review the changes prior to your continued use of PA OVR Web API.

   l. Termination. These Terms shall remain in effect until such time as DOS no longer provides the PA OVR Web API, Posting Entity no

longer desires to access the PA OVR Web API, or DOS has revoked Posting Entity's access credentials pursuant to paragraph 2.g., above. Upon termination of these terms, Posting Entity shall destroy information related to the security requirements and process for the PA OVR Web API shared by DOS for purposes of these Terms and shall forward to DOS any Registrant information collected but not yet posted to the PA OVR Web API.

m. <u>Complete Agreement</u>. These Terms, together with the documents incorporated here by reference, constitute the entire agreement between the Posting Entity and DOS, and supersede any prior or contemporaneous agreements.

n. <u>Electronic Transaction</u>. Posting Entity acknowledges that an authorized representative has read and understood these Terms, has full legal authority to register its Application and agree to these Terms, and agrees to be bound by these Terms of Use. By checking the box below, Posting Entity's authorized representative is signing the application electronically. In doing so:

Posting Entity acknowledges an authorized representative has read and understood these Terms, has full legal authority to register its Application and agree to these Terms, and agrees to be bound by these Terms of Use. By checking the box below, Posting Entity's authorized representative is signing the application electronically. In doing so:

- Posting Entity agrees that its authorized representative has read and accepted these Terms.

- Posting Entity understands that the electronic signature will constitute the legal equivalent of a signature.

- Posting Entity agrees to these Terms by electronic means and that all laws of the Commonwealth of Pennsylvania will apply to this transaction.

☐ POSTING ENTITY CONFIRMS THAT IT'S AUTHORIZED REPRESENTATIVE HAS READ AND AGREED TO THE TERMS ABOVE.

**Signature**                                        **Agreement Date**

<center>Appendix A</center>

Disclosure 1 – Registration Deadlines

Registration deadline before close of registration

[add close of registration date] is the last day to register before the [insert upcoming election date] election.

The following Disclosure is required if the Posting Entity collects data from Registrants after the registration deadline:

Registration deadline after close of registration

The last day to register before the [insert upcoming election date] election was [insert close of registration date]. Any application submitted now until [insert upcoming election date] will be held and processed the day after the [insert upcoming election date] election. If you are registering for the first time and are not already registered to vote, you will not be able to vote in the [insert upcoming election date] election.

Disclosure 2 – Registration Clarification

Your registration is **not complete** until processed and accepted by your county voter registration office.

Disclosure 3 – What You Will Need

What You Will Need:

To register online you will need:

- Your Pennsylvania driver license or PennDOT identification card number; or

  The last four digits of your social security number; and