

DECODE DEMOCRACY'S TERMS OF USE

Last Updated: March 4, 2021

Welcome to DECODE DEMOCRACY. These Terms of Use are a binding contract between you and MapLight, which provides the DECODE DEMOCRACY website, regarding the use of the website and associated services (the "Site") provided by MapLight. Please read these Terms of Use before using or submitting content in any form or medium on DECODE DEMOCRACY.

By continuing to visit our Site, or by submitting content on DECODE DEMOCRACY, you agree to abide, and that you are bound, by these Terms of Use. We reserve the right to change these Terms of Use at any time, and you agree (including by virtue of your continued use of our site) to be bound by any such changes.

Please review DECODE DEMOCRACY's [Privacy Policy](#) in conjunction with these Terms of Use. If you do not agree to these Terms, please do not use DECODE DEMOCRACY.

1) DESCRIPTION OF THE SITE.

General Description. The Site is a non-profit website that presents content and information to Internet users. DECODE DEMOCRACY is managed by MapLight, a nonprofit, nonpartisan research organization. From time to time, DECODE DEMOCRACY may partner with other organizations that will serve as the source of some or all of DECODE DEMOCRACY's content.

Ages 17 and Over Only. The site is intended for those ages 17 and over. If you are under 17 years of age, please do not use the DECODE DEMOCRACY website.

In accordance with the federal Children's Online Privacy Protection Act of 1998 (COPPA), DECODE DEMOCRACY will never knowingly solicit nor will it accept personally identifiable information from individuals known to be under thirteen (13) years of age. Please see our [Privacy Policy](#) for more information including how to notify us of any concerns in this regard.

Right to Modify Site. DECODE DEMOCRACY reserves the right to immediately change, suspend, remove, or discontinue any part of the site or any content (whether submitted by DECODE DEMOCRACY or by a member) for any reason, without prior notice or liability.

Changes to These Terms of Use. DECODE DEMOCRACY reserves the right to modify these Terms of Use and the DECODE DEMOCRACY Privacy Policy at any time, and without prior notice, by posting amended terms to these policies. Non-material changes and clarifications will take effect immediately, and material changes will take effect upon their posting on the DECODE DEMOCRACY website. Your continued use of the Site after our notice to you indicates your acceptance of the current Terms of Use.

Once you have submitted an email address to our site, you authorize DECODE DEMOCRACY to send you notices via email. Please note that it is your obligation to keep your current email address and contact information updated at all times.

2) USER CONDUCT.

Conditions of Use. As a condition of use, you agree to all of the following:

- You acknowledge that the site is for personal use only.
- You are solely responsible for any Content (defined below) that you submit, post, and display on the site, or that you allow others to submit, post and/or display on the site under your name, profiles, and other online identities.
- You must not 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.
- You must not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You must not transmit any worms or viruses or any code of a destructive or disruptive nature.
- You must not violate any local laws in your jurisdiction (including, but not limited to, intellectual property laws).
- You must not use the site for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws in your jurisdiction regarding online conduct and acceptable content.
- You must not access, "hack," alter, or otherwise use any part of the site in any manner that you do not have access to or exceeds your authorized access.
- You must not utilize any bugs, robots, or other technological device to access or extract any data or information contained on the site or its servers.
- You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and grant DECODE DEMOCRACY all licenses granted herein.
- You agree that you shall be solely responsible for your own content and the consequences of posting it.
- DECODE DEMOCRACY reserves the right, in its sole and absolute discretion, to reject, refuse to post, or remove any posting by you, or to restrict, suspend, or terminate your access to all or any part of DECODE DEMOCRACY at any time, for any or no reason, without prior notice or warning, and without liability.

3) SUSPENSION OR TERMINATION OF USE.

We May Discontinue or Suspend Our Site or Terminate Your Use. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part thereof) with or without notice. You agree that DECODE DEMOCRACY shall not be liable to you or any third party for any such modification, suspension, or discontinuance of our site. In addition, we reserve the right to terminate your access to our site for any reason, and to take any other actions that DECODE DEMOCRACY, in its sole discretion, believes to be in the interest of our company and of our users as a whole.

4) THIRD PARTY CONTENT

Some of the content on the DECODE DEMOCRACY site is provided by third parties. DECODE DEMOCRACY does not hold any legal rights of ownership of copied content (if any) posted by these third parties.

(a) **Notification.** If any articles, blogs, comments, images, or other content appear on DECODE DEMOCRACY that are in violation of copyright laws, please follow the notification steps outlined below in our Copyright Policy in Section 6.

(b) **We are Not Responsible for Linked Sites.** We are not responsible for the availability or content of other services that may be linked to our Site. Since we have no control over such services, you acknowledge and agree that we are not responsible for the availability of such external services, and that we do not endorse and are not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on or available from such services. You further acknowledge and agree that we 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 the use of or reliance on any content, goods, or services available on or through such services.

Please visit these websites for their Terms of Use and Privacy Policies. DECODE DEMOCRACY is not responsible for providing their current policies or changes thereof.

(c) **Definition of Intellectual Property Rights.** When we refer to “Intellectual Property Rights” in these Terms, we mean all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights (and associated goodwill), trade secret rights and all other intellectual property and proprietary rights as may now exist or hereafter come into existence, and all applications for any of these rights and registrations, renewals and extensions of any of these rights, in each case under the laws of any state, country, territory, or other jurisdiction.

5) DECODE DEMOCRACY CONTENT

We Have and Retain All Rights in Our Site.

(a) **DECODE DEMOCRACY Content.** Except for Third Party Content, the Service itself, all content and other subject matter included on or within the Service, and all Intellectual Property Rights in or related to the Service or any such content or other subject matter (“DECODE DEMOCRACY Content”) are the property of DECODE DEMOCRACY and its licensors. Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit the DECODE DEMOCRACY Content without our permission.

(b) **DECODE DEMOCRACY’s License to You.** Subject to the terms and conditions of these Terms, we grant you a license to use the Service, including accessing and viewing DECODE DEMOCRACY Content, for your personal, noncommercial use to allow you to research, discuss public issues, report on issues of public concern, and engage as expressly permitted by the features of the Service. DECODE DEMOCRACY may terminate this license at any time for any reason or no reason. Except for the rights and licenses expressly granted, DECODE DEMOCRACY reserves all other rights, and no other rights are granted by implication or otherwise.

6) COPYRIGHT POLICY.

DECODE DEMOCRACY respects the intellectual property rights of others and expects its users to do the same. It is DECODE DEMOCRACY’s policy, in appropriate circumstances and at its discretion, to disable and/or terminate access of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, DECODE

DEMOCRACY will respond expeditiously to claims of copyright infringement committed using the Site that are reported to DECODE DEMOCRACY's Designated Copyright Agent, identified below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to DECODE DEMOCRACY's Designated Copyright Agent. Upon receipt of the Notice as described below, DECODE DEMOCRACY will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site.

Procedure for DMCA Notice of Alleged Infringement ("Notice")

If you find you have a complaint under the DMCA, please comply with the following procedures in contacting DECODE DEMOCRACY.

(a) Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.

(b) Identify (i) the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found, and (ii) the reference or link, to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the Site where such reference or link may be found.

(c) Provide your mailing address, telephone number, and, if available, email address. Include both of the following statements in the body of the Notice:

- (i) "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
- (ii) "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to DECODE DEMOCRACY's Designated Copyright Agent:

DECODE DEMOCRACY Copyright Agent
Carlton Fields LLP
2029 Century Park East, Suite 1200
Los Angeles, CA 90067-2913
cgagnier@carltonfields.com

What If I Receive A Copyright Complaint (DMCA) Notification?

If you receive a notification that your third party content has been removed due to a copyright complaint, it means that the content has been deleted from DECODE DEMOCRACY at the request of the content's owner. If you receive too many copyright complaints, you may lose the ability to contribute new content on DECODE DEMOCRACY, and your access to DECODE DEMOCRACY may be disabled completely.

If you believe your third party content was removed in error, you have the option to file a counter-notice by following the steps below. When DECODE DEMOCRACY receives a valid counter-notice, we will forward a copy to the person who filed the original complaint. If we do not receive notice within ten (10) business days that the submitter of the original complaint is seeking a court order to prevent further infringement of the content at issue, we will remove the complaint from your record, and we may replace the content that was removed.

Note: There are legal and financial consequences for fraudulent and/or bad faith submissions. Before submitting a counter-notice, be sure that you are the actual rights holder of the removed content or that you have a good faith belief that the material was removed in error, and understand the repercussions of submitting a false claim.

How to File a Counter-Notice.

- (a) Reply to the notification you received.
- (b) Include ALL of the following:
 - (i) Your name, address, and telephone number;
 - (ii) DMCA ID printed at the bottom of the notification email;
 - (iii) The source address of the content that was removed (copy and paste the link in the notification email);
 - (iv) A statement under penalty of perjury that you have a good faith belief that the content was removed in error;
 - (v) A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which DECODE DEMOCRACY may be found, and that you will accept service of process from the person who provided the original complaint under 17 U.S.C. § 512(c)(1)(C) or an agent of such person; and
 - (vi) A physical or electronic signature (for example, typing your full name).

7) TRADEMARK POLICY

DECODE DEMOCRACY respects the trademark rights of others.

DECODE DEMOCRACY Trademarks. DECODE DEMOCRACY, the DECODE DEMOCRACY logo, and other DECODE DEMOCRACY logos and names are trademarks and are the intellectual property of DECODE DEMOCRACY. You agree not to display or use this intellectual

property in any manner without DECODE DEMOCRACY's prior, written consent. The names and logos of third parties may be their trademarks. You may not infringe on their proprietary rights. All rights are reserved.

If you are concerned that someone may be using your trademark in an infringing way on our Site, you can let us know by completing the form below. DECODE DEMOCRACY will review your submission and take whatever action, in its sole discretion, it deems appropriate, including temporary or permanent removal of the trademark from the DECODE DEMOCRACY site.

Trademark Infringement Claim Form.

(a) Identify the infringing name, the exact word or symbol that is trademarked and details regarding how the trademark is or was being infringed. Please also include the following:

- (i) The trademark registration number; and
- (ii) The trademark registration office (e.g., USPTO).

(b) Provide your full name, email address (preferably a company email address), your relation to the trademark holder, your company name, your full mailing address, and your phone number.

(c) Also helpful, but not mandatory, are the following:

- (i) Link to the trademark record;
- (ii) Date of first use;
- (iii) Date of trademark application; and
- (iv) Date of Registration.

(d) Finally, tell us whether you:

- (i) Want to claim the username at issue;
- (ii) Want to blacklist the username from further use; or
- (iii) Want DECODE DEMOCRACY to take other action.

(e) Include both of the following statements:

(i) "I hereby state that I have not authorized the challenged use, and I have a good-faith belief that the challenged use violates my rights."

(ii) "I hereby state under penalty of perjury that all of the information in this notification is accurate and that I am the owner of the trademark, or authorized to act on behalf of the owner of the trademark."

Send the above described notice to:

DECODE DEMOCRACY Trademark Agent
Carlton Fields LLP
2029 Century Park East, Suite 1200
Los Angeles, CA 90067-2913
cgagnier@carltonfields.com

8) INDEMNIFICATION.

You Will Be Responsible for Any Harm We Suffer as a Result of Your Violation of These Terms of Use or Any Breach by You of Your Representations and Warranties. You agree to indemnify and hold harmless DECODE DEMOCRACY and its affiliates and employees from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use or any breach by you of your representations and warranties hereunder. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section 8. In such event, you shall provide us with such cooperation as is reasonably requested by us.

9) DISCLAIMER OF WARRANTY.

Your Use of the Site is Subject to Certain Disclaimers. OUR SITE IS AVAILABLE "AS IS." WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH OUR SITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE OR ANY INFORMATION, OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH OUR SITE. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED ON THIS SITE OR AVAILABLE THROUGH LINKS ON OUR SITE. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS ON OUR SITE. ALTHOUGH WE WILL TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE MATERIALS TO OUR SITE BY IMPLEMENTING APPROPRIATE SECURITY SAFEGUARDS, WE DO NOT GUARANTEE OR WARRANT THAT OUR SITE OR MATERIALS THAT MAY BE DOWNLOADED FROM OUR SITE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES. IF YOU RELY ON OUR SITE AND ANY MATERIALS AVAILABLE THROUGH OUR SITE, YOU DO SO SOLELY AT YOUR OWN RISK.

OUR SITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, DATA, OR OTHER INFORMATION CREATED BY US OR BY THIRD PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT ON OUR SITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT, INCLUDING DATA, IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE. IN ADDITION, WE STRONGLY URGE YOU TO BACK UP ALL OF THE PERSONAL CONTENT THAT YOU MAINTAIN ON THE SITE.

10) DISCLAIMER OF CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL DECODE DEMOCRACY, ITS VENDORS, OR ANY THIRD PARTIES MENTIONED ON DECODE DEMOCRACY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, AND STATUTORY DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE DECODE DEMOCRACY AND DECODE DEMOCRACY CONTENT, WHETHER BASED ON

WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DECODE DEMOCRACY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11) DECODE DEMOCRACY LIABILITY FOR USER CONTENT AND INTERACTIONS THROUGHOUT THE WEBSITE.

DECODE DEMOCRACY may take any action with respect to third party content that it deems necessary or appropriate in its sole discretion if it believes that such third party content could create liability for DECODE DEMOCRACY, damage DECODE DEMOCRACY's brand or public image, or cause DECODE DEMOCRACY to lose (in whole or in part) the services of its ISP's or other suppliers.

While DECODE DEMOCRACY reserves the right in its sole discretion to remove third party content and other material from DECODE DEMOCRACY from time to time, DECODE DEMOCRACY does not assume any obligation to do so and disclaims any liability for failing to take any such action.

If you are a California resident, you agree to waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." In other words, understand that DECODE DEMOCRACY will be relieved of all liability arising from unknown or unsuspected claims. You release DECODE DEMOCRACY (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

DECODE DEMOCRACY may contain inaccuracies or typographical errors. DECODE DEMOCRACY makes no representations about the accuracy, reliability, completeness or timeliness of any DECODE DEMOCRACY content. The use of all DECODE DEMOCRACY content is at your own risk. Changes are periodically made to DECODE DEMOCRACY and may be made at any time. You acknowledge and agree that you are solely responsible for the form, content, and accuracy of any resume or material contained therein placed by you on DECODE DEMOCRACY.

DECODE DEMOCRACY cannot guarantee and does not promise any specific results from use of DECODE DEMOCRACY. No advice or information, whether oral or written, obtained by a user from DECODE DEMOCRACY shall create any warranty not expressly stated herein.

12) LIMITATION OF LIABILITY.

DECODE DEMOCRACY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH DECODE DEMOCRACY OR YOUR USE OF DECODE DEMOCRACY CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$500.

DECODE DEMOCRACY and its affiliates and employees are not liable for incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including, without limitation, lost revenues or profits, loss of business or loss of data, in any way related to this site or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our site

(including, without limitation, as a result of breach of any warranty or other term of these Terms of Use).

13) PRIVACY POLICY.

DECODE DEMOCRACY takes the privacy of its members very seriously. Our Privacy Policy is available [here](#). By accepting the Terms of Use, you agree to be bound by our Privacy Policy

14) MISCELLANEOUS.

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DECODE DEMOCRACY without restriction. Any attempt to assign or transfer these Terms of Use and any rights and licenses will be null and void.

Entire Agreement. The Terms of Use, including DECODE DEMOCRACY's Privacy Policy, which are hereby incorporated by reference, constitute the entire agreement between you and DECODE DEMOCRACY and governs your use of the site, superseding any contemporaneous or prior agreements between you and DECODE DEMOCRACY.

Governing Laws. The Terms of Use will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

Waiver and Severability. The failure of DECODE DEMOCRACY to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is invalid, illegal, or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties to this Agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

Notices. DECODE DEMOCRACY may provide you with notices, including, without limitation, those regarding changes to the Terms of Use and other site-related announcements, by postings on the site or via email.

Limitation on Claims. Any action concerning the site must be brought within one year after the reason for the action arises, or the claim is barred.

DECODE DEMOCRACY May be Legally Compelled to Disclose Certain Information. You agree that in the event DECODE DEMOCRACY receives a subpoena issued by a court or from a law enforcement or government agency, DECODE DEMOCRACY may have to comply with such subpoenas without your consent or prior notice to you and may need to disclose your IP address, name, IP location, or other information in response thereto.

Contact Information. Please send any questions, comments or report any Terms of Use violations to privacy@decode.org.