

## **THE ARISTOTLE MATCH SITE (MatchIt™) TERMS AND CONDITIONS**

THIS AGREEMENT APPLIES TO THE USER THAT HAS REGISTERED FOR SERVICE ("USER") AND SETS FORTH THE TERMS AND CONDITIONS GOVERNING THE DELIVERY OF SERVICES BY ARISTOTLE, INC. (PROVIDER) AND THE PAYMENT FOR AND USE OF SUCH SERVICES BY USER.

YOU MUST CAREFULLY READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU MAY DOWNLOAD ANY APPENDED DATA THROUGH the ARISTOTLE MatchIt SITE. (THE "INFORMATION").

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT DOWNLOAD ANY INFORMATION FROM THE ARISTOTLE MATCH SITE (MatchIt). UNLESS YOU HAVE A DIFFERENT AGREEMENT SIGNED BY PROVIDER, YOUR DOWNLOADING OF ANY INFORMATION INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT.

USER SHALL PAY PROVIDER THE CHARGES DESCRIBED ON THE FEE SCHEDULE PUBLISHED ONLINE FOR THE INFORMATION SELECTED BY USER. UNLESS YOU HAVE A DIFFERENT AGREEMENT SIGNED BY PROVIDER.

THE TERMS AND CONDITIONS LISTED BELOW ARE A PART OF THIS AGREEMENT. THIS AGREEMENT HAS BEEN REVIEWED BY AND IS AGREED TO BY AN AUTHORIZED REPRESENTATIVE OF USER AND BECOMES EFFECTIVE ON THE DATE WHEN USER FIRST DOWNLOADS INFORMATION FROM THE ARISTOTLE MATCH SITE, (MatchIt).

### **TERMS AND CONDITIONS**

USER MAY ACCESS PROVIDER'S COMPUTER-ASSISTED, INTERNET ONLINE DATA MATCH, APPEND AND RETRIEVAL SERVICE KNOWN AS THE ARISTOTLE MATCH SITE (MatchIt) (THE "NETWORK") AND THE INFORMATION INCLUDED THEREIN, ON THE FOLLOWING TERMS AND CONDITIONS:

#### **1. ACCESS TO NETWORK.**

(A) PROVIDER GRANTS TO USER A NONTRANSFERABLE, NONEXCLUSIVE, LIMITED LICENSE TO ACCESS THE NETWORK AND THE INFORMATION INCLUDED THEREIN, DURING PROVIDER'S NORMAL HOURS OF OPERATION SOLELY FOR THE PURPOSE OF PERFORMING RESEARCH AND RELATED WORK IN THE REGULAR COURSE OF USER'S BUSINESS. EXCEPT AS OTHERWISE PROVIDED HEREIN, SUCH LICENSE INCLUDES THE RIGHT TO TRANSFER PORTIONS OF INFORMATION MADE AVAILABLE TO USER THROUGH THE NETWORK ("INFORMATION") IN MACHINE-READABLE FORM TO A STORAGE DEVICE UNDER USER'S EXCLUSIVE CONTROL AND TO TEMPORARILY STORE SUCH INFORMATION. VIOLATION OF THE LIMITATIONS IN THIS LICENSE SHALL SUBJECT USER TO LIABILITY IN CONTRACT AND TORT, INCLUDING CONVERSION. USER IS EXPRESSIVELY FORBIDDEN FROM REPRESENTING TO ANY PERSON THAT INFORMATION FROM THE NETWORK IS THE PRODUCT OF USER'S INDEPENDENT ACQUISITION OF PUBLIC RECORDS AND FROM REPRESENTING TO ANY PERSON THAT

INFORMATION FROM THE NETWORK HAS BEEN CERTIFIED AS ACCURATE. USER SHALL NOT SUBLICENSE ACCESS TO THE NETWORK OR ANY INFORMATION THEREFROM. USER SHALL NOT DELETE OR MODIFY ANY COPYRIGHT NOTICE OR DISCLAIMER, WHICH MAY APPEAR ON PRINTOUTS OR DOWNLOADS FROM THE NETWORK.

(B) PROVIDER RESERVES THE RIGHT AT ANY TIME AND WITHOUT PRIOR NOTICE TO USER TO CHANGE THE NETWORK'S HOURS OF OPERATION OR TO LIMIT USER'S ACCESS TO THE NETWORK IN ORDER TO PERFORM REPAIRS, MAKE MODIFICATIONS OR AS A RESULT OF CIRCUMSTANCES BEYOND PROVIDER'S REASONABLE CONTROL. PROVIDER MAY ADD OR WITHDRAW PRODUCTS OR SERVICES TO OR FROM THE NETWORK FROM TIME TO TIME MODIFY PERMISSIBLE USES, OR CHANGE PRICES FOR TRANSACTIONS. IN ADDITION TO ALL OTHER TERMS HEREIN, USER WARRANTS AND REPRESENTS THAT IT SHALL USE THE INFORMATION LAWFULLY AND SHALL NOT USE ANY INFORMATION PROVIDED TO USER HEREUNDER TO HARASS OR HARM ANY INDIVIDUAL, TO ATTEMPT TO PERSUADE ANY INDIVIDUAL TO REMOVE HIS OR HER PERSONAL INFORMATION FROM THE NETWORK, OR OTHERWISE TO ATTEMPT TO DISRUPT PROVIDER'S BUSINESS. USER FURTHER WARRANTS AND REPRESENTS THAT ALL INFORMATION IT HAS PROVIDED TO PROVIDER IS TRUTHFUL. USER FURTHER WARRANTS AND REPRESENTS THAT USER SHALL MAINTAIN THE CONFIDENTIALITY OF THIS AGREEMENT AND THE SOURCE OF THE INFORMATION PROVIDED HEREUNDER, EXCEPT TO THE EXTENT THAT DISCLOSURE THEREOF IS REQUIRED BY LAW OR HAS BEEN EXPRESSLY CONSENTED TO IN WRITING SIGNED BY AN OFFICER OF PROVIDER. FOR EACH VIOLATION OF THIS PARAGRAPH, USER SHALL PAY LIQUIDATED DAMAGES TO PROVIDER IN THE AMOUNT OF \$5,000, OR FIVE TIMES THE AMOUNT DUE FOR THE INFORMATION PROVIDED HEREUNDER, WHICHEVER AMOUNT IS GREATER.

## 2. BILLING AND PAYMENT.

UNLESS OTHER PAYMENT TERMS ARE AGREED TO BY PROVIDER, ALL CHARGES FOR THE SERVICES PURCHASED BY THE USER WILL BE IMMEDIATELY CHARGED BY PROVIDER TO THE CREDIT CARD AUTHORIZED BY USER. ALL CHARGES ARE EXCLUSIVE OF LOCAL SALES, USE, PERSONAL PROPERTY AND SIMILAR TAXES, WHICH WILL BE PAID BY USER.

## 3. USERNAMES AND PASSWORDS.

USER'S PERSONNEL SHALL ACCESS THE NETWORK USING A USERNAME AND PASSWORD SELECTED BY USER. USER SHALL NOTIFY PROVIDER WHEN ANY USERNAMES NEED TO BE CANCELED FOR ANY REASON AT PROVIDER'S SOLE DISCRETION.

## 4. UNAUTHORIZED USE.

USER IS RESPONSIBLE FOR AND WILL BE BILLED FOR ALL USE OF PROVIDER SERVICES MADE BY USERNAMES ASSIGNED TO USER. IF USER LEARNS OR SUSPECTS THAT UNAUTHORIZED ACCESS TO OR USE OF ITS ACCOUNT IS TAKING PLACE, USER SHALL NOTIFY PROVIDER'S WEBMASTER IMMEDIATELY. IN THAT EVENT, PROVIDER WILL PROMPTLY REPLACE USER'S PASSWORD, AND TAKE SUCH OTHER ACTIONS AS PROVIDER DEEMS REASONABLY APPROPRIATE TO ADDRESS SUCH UNAUTHORIZED ACCESS OR USE.

## 5. AVAILABILITY OF ADDITIONAL PRODUCTS.

PROVIDER WILL FROM TIME TO TIME MAKE AVAILABLE TO USER OTHER PRODUCTS AND SERVICES ("ADDITIONAL PRODUCTS") MADE GENERALLY AVAILABLE BY PROVIDER TO USER OF THE NETWORK, ON SUCH TERMS AND CONDITIONS AS PROVIDER DEEMS APPROPRIATE. THIS AGREEMENT ALONE DOES NOT GRANT USER ACCESS TO OR USE OF OTHER PROVIDER'S PRODUCTS AND SERVICES, OTHER THAN AT THE ARISTOTLE MATCH SITE. USER

ACKNOWLEDGES THAT USER MAY BE REQUIRED, AS A CONDITION PRECEDENT TO THE USE OF ADDITIONAL PRODUCTS, TO ENTER INTO ADDITIONAL AGREEMENTS WITH PROVIDER OR THIRD PARTIES WITH RESPECT TO THOSE PRODUCTS.

#### 6. OWNERSHIP.

USER ACKNOWLEDGES THAT IT OBTAINS ONLY THE SPECIFIC LICENSE RIGHTS EXPRESSLY GRANTED UNDER THIS AGREEMENT AND ACQUIRES NO OWNERSHIP RIGHTS, TITLE OR INTEREST, INCLUDING WITHOUT LIMITATION COPYRIGHTS, TO THE NETWORK, ITS CONTENTS OR PROGRAMMING OR TO ANY ADDITIONAL PRODUCTS. USER AGREES THAT THE CONTENTS AND PROGRAMMING ON THE NETWORK, INCLUDING ALL INFORMATION, IN WHOLE OR IN PART, ARE EACH THE EXCLUSIVE PROPRIETARY PERSONAL PROPERTY OF PROVIDER.

#### 7. THIRD PARTY CONDITIONS.

USER ACKNOWLEDGES THAT ACCESS TO AND USE OF THE NETWORK MAY BE SUBJECT TO RESTRICTIONS IMPOSED BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION INFORMATION SUPPLIERS, AND THAT PROVIDER'S AGREEMENTS WITH SUCH THIRD PARTIES MAY REQUIRE PROVIDER TO DENY OR OTHERWISE RESTRICT USER'S ACCESS TO CERTAIN INFORMATION AVAILABLE THROUGH THE NETWORK. USER AGREES TO COMPLY WITH ALL SUCH RESTRICTIONS OF WHICH USER RECEIVES NOTICE, INCLUDING THOSE IN PARAGRAPH 12 HEREIN, WHETHER SUCH NOTICE IS PROVIDED IN WRITING OR GIVEN ONLINE, AND SUCH RESTRICTIONS ARE INCORPORATED HEREIN BY REFERENCE. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY THIRD PARTIES, THEN THE THIRD PARTY TERMS AND CONDITIONS WILL APPLY. FURTHER, USER AGREES TO RESPECT AND COMPLY WITH ALL COPYRIGHT NOTICES APPLICABLE TO THE INFORMATION AND OTHER SERVICES AND PRODUCTS RELATING TO THE PROVIDER NETWORK.

#### 8. RIGHTS OF INFORMATION SUPPLIERS.

USER AGREES THAT ANY PROVIDER INFORMATION SUPPLIER SHALL HAVE THE RIGHT TO ASSERT OR TO ENFORCE ANY OF THE PROVISIONS OF THIS AGREEMENT DIRECTLY ON ITS OWN BEHALF.

#### 9. DISCLAIMER OF WARRANTIES.

(A) NEITHER PROVIDER NOR ANY DATABASE SUPPLIER MAKES ANY REPRESENTATION OR WARRANTIES REGARDING THE PERFORMANCE OF THE NETWORK OR THE ACCURACY OF ANY INDEXING, DATA ENTRY OR ANY INFORMATION INCLUDED IN THE NETWORK.

(B) NEITHER PROVIDER NOR ANY DATABASE SUPPLIER PERSONNEL RENDERING ADVICE TO USER REGARDING THE DEVELOPMENT (INCLUDING, WITHOUT LIMITATION, WORDING, SPACING, FORM AND COMPLETENESS) OF ANY SEARCH REQUESTS OR RENDERING STATEMENTS TO THE USER ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE, IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES TO USER REGARDING THE ACCURACY OR ADEQUACY OF SUCH REQUESTS, AND USER HEREBY ASSUMES FULL RESPONSIBILITY FOR THE FORMATION AND RESULTS OF ALL SEARCH REQUESTS.

(C) THE NETWORK AND INFORMATION ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. USER ACKNOWLEDGES THAT NEITHER PROVIDER NOR ANY DATABASE SUPPLIER WARRANTS OR GUARANTEES THE TIMELINESS, CORRECTNESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED, AND PROVIDER AND ANY DATABASE SUPPLIER SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES. CERTAIN

STATES DO NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS, AND THUS SUCH LIMITATIONS MAY NOT APPLY TO YOU.

(D) USER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER PROVIDER NOR ANY DATABASE SUPPLIER, IN FURNISHING THE INFORMATION TO THE USER, DOES OR WILL UNDERWRITE THAT RISK IN ANY MANNER WHATSOEVER. THE USER THEREFORE AGREES THAT NEITHER PROVIDER NOR ANY DATABASE SUPPLIER WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY PROVIDER'S OR THE DATABASE SUPPLIER'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION. CERTAIN STATES DO NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS, AND THUS SUCH LIMITATIONS MAY NOT APPLY TO YOU.

(E) THE INFORMATION IS NOT NECESSARILY THE PRODUCT OF INDEPENDENT INVESTIGATION BY PROVIDER BUT IS REGULARLY UPDATED PUBLICLY AVAILABLE INFORMATION MAINTAINED BY GOVERNMENT AGENCIES OR COMPILED BY PRIVATE COMPANIES FROM PUBLIC RECORDS AND UPDATED PERIODICALLY WITH OTHER PUBLICLY AVAILABLE DEMOGRAPHIC INFORMATION. USER ALSO ACKNOWLEDGES THAT THE FEES PAID TO PROVIDER GENERALLY REPRESENT A VERY SMALL PORTION OF THE USER'S OR USER'S CLIENTS OVERALL COSTS FOR THE PROJECT, INVESTMENT OR DECISION FOR WHICH THE INFORMATION WILL BE USED, THAT ALL SUCH USES INVOLVE A DEGREE OF RISK, AND THAT PROVIDER IS NOT AWARE OF THE AMOUNT OF RISK INVOLVED IN SUCH USES. USER ACKNOWLEDGES THAT THE FEES CHARGED BY PROVIDER ARE BASED IN PART UPON PROVIDER'S EXPECTATION THAT THE RISK OF LOSS OR INJURY THAT MIGHT BE INCURRED IN RELIANCE UPON THE INFORMATION IN THE DATABASES WILL BE BORNE OR INSURED AGAINST BY USER OR USER'S CLIENTS. FOR THESE REASONS, USER AGREES THAT IT AND ITS CLIENTS ARE RESPONSIBLE FOR DETERMINING THAT ALL INFORMATION OBTAINED FROM THE DATABASES IS SUFFICIENTLY ACCURATE FOR THE USER OR THE USER'S CLIENT'S PURPOSES.

(F) THE USER ALSO ACKNOWLEDGES IT IS THE DUTY OF THE USER TO INSURE COMPLIANCE WITH ANY LAWS OR REGULATIONS GOVERNING THE PLACEMENT OF UNSOLICITED CALLS OR EMAILS.

(G) IF THE ABOVE DISCLAIMERS AND LIMITATIONS ARE HELD TO BE UNENFORCEABLE, USER AGREES THAT PROVIDER SHALL NEVER BE LIABLE TO USER IN AN AMOUNT GREATER THAN THE AMOUNT PAID TO PROVIDER BY USER FOR THE INFORMATION OR DURING THE TERM IN WHICH THE ACTUAL CLAIM(S) AROSE. SOME STATES DO NOT ALLOW SUCH LIMITATIONS OR EXCLUSION SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 10. PROVIDER'S LIABILITY.

USER SPECIFICALLY AND EXPRESSLY WAIVES ANY CLAIM OR CLAIMS AGAINST PROVIDER OF PROVIDER'S SUPPLIERS ARISING OUT OF OR RELATING TO THE ACCURACY, CURRENCY, OR COMPLETENESS, OF THE INFORMATION, OR FOR DELAYS OR INTERRUPTIONS OF USER'S ACCESS TO THE NETWORK OR THE INFORMATION. IN NO EVENT SHALL PROVIDER OR ANY INFORMATION SUPPLIER BE LIABLE FOR ANY DAMAGES TO OTHER GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS, REPLACEMENT COSTS, OR CLAIMS OF CUSTOMERS OR CLIENTS OF USER FOR SUCH COSTS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, WITHOUT LIMITATION.

11. TERM OF AGREEMENT; EFFECTS OF TERMINATION.

THIS AGREEMENT SHALL REMAIN IN EFFECT UNLESS TERMINATED BY PROVIDER. THE PROVISIONS OF PARAGRAPHS 7, 8, 9, 10, 12, 13, 14, 15, AND 16 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. USER SHALL REMAIN LIABLE FOR ANY UNPAID SERVICES.

12. COMPLIANCE WITH LAWS FOR VOTER MATCHING.

(A) USER COVENANTS, WARRANTS AND REPRESENTS THAT IT SHALL NOT USE THE NETWORK IN A MANNER CONTRARY TO OR IN VIOLATION OF ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION. USER ALSO CERTIFIES THAT THE END-USE FOR THE INFORMATION PROVIDED SHALL BE ONLY FOR THE FOLLOWING PURPOSES ("AUTHORIZED PURPOSES"), AS PROVIDED BY LAW, AND WHERE REQUIRED, USER IS AN AUTHORIZED PARTY OR AGENT FOR AN AUTHORIZED PARTY. FOR PURPOSES OF THIS CONTRACT, THE TERM "UNRESTRICTED" MEANS THAT POLITICAL, NON-PROFIT, CHARITABLE, AND COMMERCIAL USES ARE PERMITTED.

VOTER REGISTRATION DATA:

ALABAMA

Restrictions include but are not limited to Act 89-649, Section 2, (10) of the Alabama Election Code: Lists limited to the names, addresses, and political subdivisions or voting places to candidates for election or political party nomination to further their candidacy, political party committees or officials thereof for political purposes only, incumbent officeholders to report to their constituents; nonprofit organizations which promote voter participation and registration for that purpose only; and for no other purpose and to no one else;

ALASKA

Unrestricted

ARIZONA

16-168 E. Precinct registers and other lists and information derived from registration forms may be used only for purposes relating to a political or political party activity, a political campaign or an election, for revising election district boundaries or for any other purpose specifically authorized by law and may not be used for a commercial purpose as defined in section 39-121.03. The sale of registers, lists and information derived from registration forms to a candidate or a registered political committee for a use specifically authorized by this subsection does not constitute use for a commercial purpose... F. Any person in possession of a precinct register or list, in whole or part, or any reproduction of a precinct register or list, shall not permit the register or list to be used, bought, sold or otherwise transferred for any purpose except for uses otherwise authorized by this section. A person in possession of information derived from voter registration forms or precinct registers shall not distribute, post or otherwise provide access to any portion of that information through the internet except as authorized by subsection J of this section... A person who violates this subsection or subsection E of this section is guilty of a class 6 felony.

ARKANSAS

Unrestricted

User agrees to use the product in accordance with all laws and regulations, including 19003, 19004 and 19007 of the California Code of Regulations, which states as follows: 19003. Permissible Uses. Permissible uses of information obtained from a source agency shall include, but not be limited to, the following: (a) Using registration information for purposes of communicating with voters in connection with any election. (b) Sending communications, including but not limited to, mailings which campaign for or against any candidate or ballot measure in any election. (c) Sending communications, including but not limited to, mailings by or in behalf of any political party; provided however, that the content of such communications shall be devoted to news and opinions of candidates, elections, political party developments and related matters. (d) Sending communications, including but not limited to, mailings, incidental to the circulation or support of, or opposition to any recall, initiative, or referendum petition. (e) Sending of newsletters or bulletins by any elected public official, political party or candidate for public office. (f) Conducting any survey of voters in connection with any election campaign. (g) Conducting any survey of opinions of voters by any government agency, political party, elected official or political candidate for election or governmental purposes. (h) Conducting an audit of voter registration lists for the purpose of detecting voter registration fraud. (i) Soliciting contributions or services as part of any election campaign on behalf of any candidate for public office or any political party or in support of or opposition to any ballot measure. (j) Any official use by any local, state, or federal governmental agency. 19004. Impermissible Uses. The following uses of registration information obtained from a source agency shall be deemed other than for election and governmental purposes: (a) Any communication or other use solely or partially for commercial purpose. (b) Solicitation of contributions or services for any purpose other than on behalf of a candidate or political party or in support of or opposition to a ballot measure. (c) Conducting any survey of opinions of voters other than those permitted by section 19003 (f) and (g). 19007. Penalties Every person, who directly or indirectly obtains registration information from a source agency, shall be liable to the State of California, as a penalty for any use of said registration information which is not authorized by section 607 of the Elections Code and the regulations promulgated pursuant thereto, for an amount equal to the sum of \$.50 multiplied by the number of registration records which such person used in an

unauthorized manner. Unauthorized use by any applicant of any portion of the information obtained pursuant to this Chapter shall raise a presumption that all such information obtained by such application was so misused. Illustration: X Data Corp. obtains registration information from a source agency and uses this information to address a commercial mailing to 10,000 voters. Under the provision of this section, X Data Corp. is obligated to pay the State of California the sum of \$5000.00, which constitutes the sum of \$ .50 multiplied by 10,000, the number of registration records which were used in an unauthorized manner.

COLORADO

The requesting party agrees to indemnify, and hold harmless the State of Colorado, the Department of State and Secretary of State and all officers; agents and employees from and against any and all losses, damages, injuries, liabilities and claims arising out of the furnishing of names and associated data of individuals registered to vote in Colorado.

CONNECTICUT

Unrestricted

DELAWARE

Unrestricted

DISTRICT OF COLUMBIA

Unrestricted

FLORIDA

Unrestricted

GEORGIA

In accordance with 21-2-601 of the Georgia Elections Code, any person who intentionally uses the list of electors provided for in Code Section 21-2-225 for commercial purposes shall be guilty of a misdemeanor. Restrictions include but are not limited to Section 11-14.6 of the Election Laws of Hawaii: The purchase of this list is limited to election or governmental purposes only. It may be made available only to candidates, political parties or committees and governmental agencies. It shall be unlawful for any person to use, print, publish, or distribute in any manner whatsoever not provided by law, any voter registration information acquired directly or indirectly from the registrar. Violation of this section is a misdemeanor.

HAWAII

IDAHO

No person to whom a list of registered electors is made available or supplied under subsection (1) of this section and no person who acquires a list of registered electors prepared from such list shall use any information contained therein for the purpose of mailing or delivering any advertisement or offer for any property, establishment, organization, product, or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. Provided however, that any such list and label may be used for any political purpose.

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ILLINOIS

Restrictions include but are not limited to 46 s.4-8 of the Illinois Elections Code. The information shall be used only for bona fide political purposes, including by or for candidates for office or incumbent office holders. Such tapes, discs or other electronic data shall not be used under any circumstances by any political committee or individuals for purposes of commercial solicitation or other business purposes.... The prohibition in this Section against using the computer tapes or computer discs or other electronic data processing information containing voter registration information for purposes of commercial solicitation or other business purposes shall be prospective only from the effective date of this amended Act of 1979. Any person who violates this provision shall be guilty of a Class 4 felony.

INDIANA

For political use only.

IOWA

Iowa voter registration records may be used lawfully only to request a registrant's vote, for a genuine political purpose, for bona fide political research, or for a bona fide official purpose by an elected official. Using the information for any commercial purpose is a serious misdemeanor under Iowa law.

KANSAS

Restrictions include but are not limited to Section 25-2320a. of the Kansas Election Code. Use of voter registration lists for commercial purposes is a class C misdemeanor.

KENTUCKY

RESTRICTIONS INCLUDE BUT ARE NOT LIMITED TO SECTION 117.005(2)(A)

Commercial use under KY law means:

- (1) The use by the requester of the voter registration list, or any part thereof, in any form, for profit, the solicitation of donations, or for the sale or advertisement of any good or service; or
- (2) The transfer of a voter registration list by the requester for a profit to any other person whom the requester knew or should have known intended to use the voter registration list, or any part thereof, in any form, for profit, the solicitation of donations, or for the sale or advertisement of a good or service.

Exceptions to Commercial Use Interpretation:

Commercial use shall not include use of a voter registration list, or any part thereof, for the following purposes:

- (1) Use for scholarly, journalistic, political (including political fund raising), or governmental purposes;
- (2) Use for publication, broadcast, or related use by a newspaper, magazine, radio station, television station, or other news medium in its news or other publications or broadcasts; or
- (3) Use in a publication provided or sold to duly qualified candidates; political party committees, or officials thereof; or any committee that advocates or opposes an amendment or public question.

[See 31 KAR 3:010, Sections 3 and 4]

Unrestricted

MAINE

maine s voter data may only be used for political, campaign and election use. The current applicable law Title 21-A MSRA sec 196-A – <http://www.mainelegislature.org/legis/statutes/21-A/title21-Asec196-A.html> . A summary of this law is below: Any person obtaining, either directly or indirectly, information from the central voter registration system under this paragraph may not sell, distribute or use the data for any purpose that is not directly related to activities of a political party, "get out the vote" efforts or activities directly related to a campaign. This paragraph does not prohibit political parties, party committees, candidate committees, political action committees or any other organizations that have purchased information from the central voter registration system from providing access to such information to their members for purposes directly related to party activities, "get out the vote" efforts or a campaign. For purposes of this paragraph, "campaign" has the same meaning as in section 1052, subsection 1. Maryland voter data may be used for purposes related to the electoral process only.

MARYLAND

MASSACHUSETTS

Unrestricted

MICHIGAN

Unrestricted

MINNESOTA

Restrictions include but are not limited to Section 201.091 of the Minnesota Election Laws: No individual who inspects the public information list or who acquires a list of registered voters prepared from the public information list may use any information contained in the list for purposes unrelated to elections, political activities, or law enforcement.

MISSISSIPPI

Mississippi Voter Data shall not be used for the purpose of mailing or delivering any solicitation for money, services or anything of value.

MISSOURI

Restrictions include but are not limited to Section

MISSOURI

RESTRICTIONS INCLUDE BUT ARE NOT LIMITED TO SECTION 115.158 OF THE REVISED STATUTES OF THE STATE OF MISSOURI. ANY INFORMATION CONTAINED IN ANY STATE OR LOCAL VOTER REGISTRATION SYSTEM, LIMITED TO THE MASTER VOTER REGISTRATION LIST OR ANY OTHER LIST GENERATED FROM THE INFORMATION, SUBJECT TO CHAPTER 610, RSMO, SHALL NOT BE USED FOR COMMERCIAL PURPOSES. JACKSON COUNTY BOARD OF ELECTIONS COMMISSIONERS The voter list will be used for politically related purposes, and will not be sold, traded or in any way made available to third parties. GREENE COUNTY The voter list is not to be used for other than political or governmental purposes. This list will not be sold to, nor made available to any commercial interest or group that does not otherwise qualify for access to this information in guidelines established by the County Clerk.

MONTANA

Restrictions include but not limited to Section 13-2-122 of the Montana Election Code: The voter list may only be used for noncommercial purposes.

NEBRASKA

I hereby swear that I will use the list of registered voters of the State of Nebraska, only for the purposes prescribed in section 32-330 and for no other purpose and that I will not permit the use or copying of such list for unauthorized purposes. I hereby declare under the penalty of election falsification that the statements above are true to the best of my knowledge. The penalty for election falsification is a Class IV felony. 32-330: Lists shall be used solely for the purposes related to elections, political activities, voter registration, law enforcement, or jury selection. Lists shall not be used for commercial purposes.

NEVADA

Unrestricted

NEW HAMPSHIRE

May not be used for any solicitation, commercial or non-profit, that is unrelated to elections or political campaigns.

NEW JERSEY

Restrictions include but are not limited to Section 19:31-18.1 of the New Jersey Election Code: No person shall use voter registration lists or copies thereof ... as a basis for commercial or charitable solicitation of the voters listed thereon. Any person making such use of such lists or copies thereof shall be a disorderly person, and shall be punished by a fine not exceeding \$500.00.

NEW MEXICO

Restrictions include but not limited to Section 1-5-24 of the New Mexico Election Code: I hereby swear that the New Mexico voter list shall be used for governmental, election and election campaign purposes, and shall not be made available or used for commercial or unlawful purposes.

NEW YORK

NYS Election Law 3-103(5) prohibits using

NEW YORK

ANY ELECTION LAW § 105(3) prohibits using information derived from voter registration records for non-election purposes. Any person who knowingly and willfully violates this provision is guilty of a misdemeanor (EL 17-168).

NORTH CAROLINA  
NORTH DAKOTA

Unrestricted  
Does not require voter registration but does maintain a "central voter file." Available for election-related purposes only.

OHIO  
OKLAHOMA  
OREGON  
PENNSYLVANIA

Unrestricted  
Unrestricted  
Use of Lists for Commercial Purposes Prohibited. 961.704. Public information lists.(c) Copies.-- (2)An individual who inspects or acquires a copy of a public information list may not use any information contained in it for purposes unrelated to elections, political activities or law enforcement.

RHODE ISLAND

Restrictions include but are not limited to Chapter 17-6 of the General Laws. The list may only be used for political purposes. "I affirm that the lists will be used only for political purposes and for no other use and that I will not permit the use of or copying of such lists by persons for any other purpose." The Rhode Island federal court has ruled that the list may be used for news gathering purposes.

SOUTH CAROLINA

SECTION 30-2-50. Use of personal information for commercial solicitation prohibited; penalties. (A) A person or private entity shall not knowingly obtain or use any personal information obtained from a public body for commercial solicitation directed to any person in this State. (B) Every public body shall provide a notice to all requestors of records under this chapter and to all persons who obtain records under this chapter that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited. (C) All state agencies shall take reasonable measures to ensure that no person or private entity obtains or distributes personal information obtained from a public record for commercial solicitation. (D) A person knowingly violating the provisions of subsection (A) is guilty of a misdemeanor and, upon conviction, must be fined an amount not to exceed five hundred dollars or imprisoned for a term not to exceed one year, or both.

SOUTH DAKOTA

12-4-41. Use of voter registration information for

commercial purposes prohibited. No information obtained from the statewide voter registration file or any county voter registration file may be used or sold for any commercial purpose. For the purpose of this section, the term, commercial purpose, does not include campaign or political polling activities. Any violation of this section is a Class 2 misdemeanor.

TENNESSEE

Voter registration lists may be used for political purposes only.

TEXAS

Identified restrictions include but are not limited to Section 18.066 of the State of Texas Election Code: "(d) To receive information under this section, a person must submit an affidavit to the secretary stating that the person will not use the information obtained in connection with advertising or promoting commercial products or services."

UTAH

Unrestricted

VERMONT

I swear (or affirm) under penalty of perjury pursuant to chapter 65 of Title 13 of the Vermont Statutes that I will not use the information in the statewide checklist for commercial purposes.

VIRGINIA

Virginia Voter Lists Persons who may obtain lists of registered voters. The State Board shall furnish, at a reasonable price, lists of registered voters for their districts to (i) courts of the Commonwealth and the United States for jury selection purposes, (ii) candidates for election or political party nomination to further their candidacy, (iii) political party committees or officials thereof for political purposes only, (iv) political action committees that have filed a current statement of organization with the State Board pursuant to § 24.2-949.2, or with the Federal Elections Commission pursuant to federal law, for political purposes only, (v) incumbent officeholders to report to their constituents, and (vi) nonprofit organizations that promote voter participation and registration for that purpose only. The lists shall be furnished to no one else and used for no other purpose. See VA Code § 24.2-405 Virginia Voter History Lists Virginia Voter History Lists may only be used for political purposes by or for - A candidate An incumbent office holder A political party chair A PAC registered with VA or the FEC A nonprofit organization or person seeking to promote voter participation and registration by means of a communication or mailing without intimidation or pressure exerted on the recipient See VA Code § 24.2-406 and The Know Campaign v. Rodrigues, CL10-3425 (Richmond Cir Ct., 2011)

WASHINGTON

The Voter Registration data contained on the electronic

media, shall not be used for the purpose of mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value: PROVIDED HOWEVER, that such data may be used for any political purpose. (RCW 29A.08.730)

WEST VIRGINIA

No voter registration lists or data files containing voter names, addresses or other information derived from voter data files may be used for commercial or charitable solicitations or advertising, sold or reproduced for resale. [Aristotle does not charge for the raw WV data; charges are for processing and enhancements only]

WISCONSIN

Unrestricted

WYOMING

Restrictions include but are not limited to Section 22-2-113 of the 1985 Wyoming Election Code: (a) The secretary of state shall furnish at a reasonable price computerized voter registration lists to any candidate for a political office in the state, candidate's campaign committee, political party central committees and officials thereof, elected officials, political action committees and to organizations which promote voter participation. All lists are for political purposes only and are not available for commercial use. The lists shall be in the form of printouts, mailing labels or tapes as requested. (b) Anyone violating the provisions of this section is guilty of a misdemeanor and punishable by not more than six (6) months imprisonment in the county jail, or a fine of not more than one thousand dollars (\$1,000.00), or both.

**(B) THE INFORMATION GAINED FROM THE ARISTOTLE MATCH SITE (MatchIt) IS NOT TO BE CONSIDERED A CONSUMER REPORT (AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT 15 U.S.C. SEC 1681) AND MAY NOT BE USED TO DETERMINE A CONSUMER'S ELIGIBILITY FOR CREDIT OR INSURANCE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, EMPLOYMENT OR A GOVERNMENT LICENSE OR BENEFIT.**

**USER AGREES THAT IT IS RESPONSIBLE FOR INSURING IN GOOD FAITH THAT ITS USE OF ALL INFORMATION UNDER THIS PARAGRAPH 13 IS LAWFUL IN ACCORDANCE WITH AUTHORIZED PURPOSES STATED HEREIN AND AS IDENTIFIED BY PROVIDER IN THE COURSE OF PROVIDING ANY INFORMATION HEREUNDER.**

**FOR PURPOSES OF ANY GOVERNMENT INVESTIGATION INTO YOUR ALLEGED UNLAWFUL USE OF ANY INFORMATION HEREUNDER, YOU HEREBY CONSENT TO JURISDICTION AND VENUE IN THE STATE OR JURISDICTION WHOSE INFORMATION YOU HAVE ALLEGEDLY USED UNLAWFULLY OR ALLEGEDLY ALLOWED TO BE USED UNLAWFULLY AND, FURTHER, YOU CONSENT TO COOPERATE REASONABLY IN ANY GOVERNMENT INVESTIGATION OF ANY SUCH ALLEGED UNLAWFUL USE. THIS PROVISION IS EXPRESSLY FOR THE BENEFIT OF THIRD PARTY LAW ENFORCEMENT AGENCIES IN STATES OR OTHER JURISDICTIONS THAT HAVE PROVIDED**

INFORMATION BEING MADE AVAILABLE TO YOU HEREUNDER, AND THAT HAVE PROBABLE CAUSE TO INVESTIGATE ALLEGED UNLAWFUL ACTIVITY INVOLVING SUCH INFORMATION.

### 13. FEDERAL TRADE COMMISSION DO NOT CALL(DNC) LIST

IN CONNECTION WITH THE SERVICES BEING PROVIDED BY ARISTOTLE INTERNATIONAL, INC AND ITS PROVIDERS, AFFILIATES AND SUPPLIERS ("ARISTOTLE") FOR YOU ("YOU" OR "USER"), ARISTOTLE HAS INCLUDED, AS A SELECTION OPTION, TELEPHONE NUMBERS OF CONSUMERS WHO HAVE REGISTERED UNDER THE "DO NOT CALL" LIST MAINTAINED BY THE FEDERAL TRADE COMMISSION (THE "DNC LIST"). EVERY 90 DAYS, ARISTOTLE SHALL USE COMMERCIALY REASONABLE EFFORTS TO UPDATE THE NUMBERS IN ITS FILES TO INCLUDE A CODE IDENTIFYING WHICH OF THE TELEPHONE NUMBERS SUPPLIED BY ARISTOTLE TO USER ARE REGISTERED UNDER THE DNC LIST. IN USING THE MATERIALS SUPPLIED BY ARISTOTLE, IF USER REQUESTS INCLUSION OF NUMBERS FROM THE DNC LIST, USER REPRESENTS AND WARRANTS THAT USER WILL COMPLY WITH ANY AND LAWS, RULES, OR REGULATIONS REGARDING TELEPHONE SOLICITATIONS AND DO NOT CALL REQUIREMENTS APPLICABLE TO SUCH NUMBERS, AND WILL USE SUCH NUMBERS ONLY FOR LAWFUL POLITICAL SOLICITATIONS. USER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ARISTOTLE AND ITS REPRESENTATIVES, SUCCESSORS, AND PERMITTED ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS MADE OR THREATENED BY ANY THIRD PARTY AND ALL RELATED LOSSES, EXPENSES, DAMAGES, COSTS AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN INVESTIGATION OR DEFENSE, REGARDLESS OF THE THEORY OF LIABILITY OR THE NATURE OF THE LEGAL PROCEEDING ("DAMAGES"), TO THE EXTENT SUCH DAMAGES ARISE OUT OF OR RELATE TO ANY FAILURE BY USER TO FULFILL ANY COMPLIANCE REQUIREMENT OR OBLIGATION OF USER (AND ANY AFFILIATE OF USER OR ANY PERSON OR ENTITY TO WHOM USER HAS PROVIDED TELEPHONE NUMBERS FROM ARISTOTLE'S DATABASE), RELATING TO ANY LAW, RULE, OR REGULATION CONCERNING TELEPHONE SOLICITATIONS OR DO NOT CALL REQUIREMENTS.

### 14. DEATH MASTER FILE

CERTAIN DATA PROVIDED BY ARISTOTLE MAY INCLUDE INFORMATION OBTAINED FROM THE DEATH MASTER FILE (DMF) MADE AVAILABLE BY THE US DEPARTMENT OF COMMERCE NATIONAL TECHNICAL INFORMATION SERVICE (NTIS) AND SUBJECT TO REGULATIONS FOUND AT 15 CFR PART 1110. ALL ARISTOTLE CLIENTS ARE REQUIRED TO COMPLY WITH ALL APPLICABLE LAWS AND, IF SUBSCRIBER IS GRANTED ACCESS TO DMF DATA, SUBSCRIBER CERTIFIES COMPLIANCE WITH 15 CFR PART 1110. SUBSCRIBER'S FAILURE TO COMPLY WITH 15 CFR PART 1110 MAY SUBJECT SUBSCRIBER TO PENALTIES UNDER 15 CFR 1110.200 OF \$1,000 FOR EACH DISCLOSURE OR USE, UP TO A MAXIMUM OF \$250,000 IN PENALTIES PER CALENDAR YEAR.

### 15. INDEMNIFICATION.

(A) USER WILL INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS OF THE GOVERNMENTAL AND OTHER ENTITIES THAT HAVE PROVIDED INFORMATION TO OR PROVIDED SERVICES FOR THE NETWORK, AGAINST ANY AND ALL DIRECT OR INDIRECT LOSSES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEYS' FEES) OR LIABILITIES OF WHATEVER NATURE OR KIND ARISING OUT OF USER'S ACCESS TO THE NETWORK, ITS USE OR DISTRIBUTION OF ANY INFORMATION OR THE ADDITIONAL PRODUCTS, OR FOR USER'S MISREPRESENTATION OR BREACH OF WARRANTY.

(B) PROVIDER WILL INDEMNIFY AND HOLD USER, ITS OFFICERS, DIRECTORS, EMPLOYEES



AND AGENTS, HARMLESS AGAINST ANY CLAIM THAT THE NETWORK INFRINGES UPON A UNITED STATES COPYRIGHT, PATENT OR TRADE SECRET; PROVIDED USER IMMEDIATELY NOTIFIES PROVIDER IN WRITING OF THE EXISTENCE OF SUCH CLAIM, PERMITS PROVIDER TO ASSUME THE DEFENSE OF SUCH CLAIM, AND COOPERATES WITH ANY REASONABLE REQUESTS OF PROVIDER IN CONNECTION WITH SUCH DEFENSE; AND PROVIDED, FURTHER THAT THE INDEMNITY GIVEN HEREIN SHALL NOT APPLY IF USER RESELLS OR DISTRIBUTES INFORMATION TO THIRD PARTIES.

#### 16. GENERAL.

(A) THIS AGREEMENT, AND ANY QUESTIONS CONCERNING ITS MAKING, VALIDITY, CONSTRUCTION, OR PERFORMANCE SHALL BE GOVERNED BY DISTRICT OF COLUMBIA LAW, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PRINCIPLES AND STANDARDS, AND MAY NOT BE ASSIGNED BY USER IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER. EXCLUSIVE JURISDICTION AND VENUE FOR THE RESOLUTION OF ANY DISPUTES HEREUNDER SHALL AND MUST BE IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA, AND USER HEREBY CONSENTS TO JURISDICTION AND VENUE THEREIN.

(B) FAILURE BY EITHER PARTY TO INSIST UPON THE STRICT PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL NOT BE CONSIDERED A WAIVER OR RELINQUISHMENT IN THE FUTURE OF ANY SUCH TERM OR CONDITION OR ANY OTHER TERM OR CONDITION.

(C) THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT ON THE SUBJECT MATTER HEREOF, AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SET FORTH IN ANY OTHER DOCUMENT, INCLUDING WITHOUT LIMITATION ANY USER PURCHASE ORDER, SHALL BE OF NO EFFECT.

(D) THESE TERMS AND CONDITIONS MAY BE UPDATED BY PROVIDER BY PUBLISHING NEW TERMS ON PROVIDER'S WEBSITE. USE OF SERVICES AFTER TERMS ARE UPDATED CONSTITUTES ACCEPTANCE OF THOSE TERMS.

(E) USER SHALL AT ALL TIMES BE REGARDED AS AN INDEPENDENT CONTRACTOR AND SHALL AT NO TIME BE AN AGENT FOR PROVIDER. THIS AGREEMENT DOES NOT CONSTITUTE OR CREATE A JOINT VENTURE BETWEEN THE PARTIES.

(F) THIS AGREEMENT SHALL NOT BE CONSTRUED OR INTERPRETED IN FAVOR OF OR AGAINST PROVIDER OR USER ON THE BASIS OF AUTHORSHIP, DRAFTSMANSHIP, OR RESPONSIBILITY FOR PREPARATION OF THE AGREEMENT.

(G) SHOULD ANY TERM OR CONDITION OF THIS AGREEMENT BE DECLARED ILLEGAL OR OTHERWISE UNENFORCEABLE, THE REMINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT THAT SUCH ILLEGAL OR UNENFORCEABLE TERM SHALL BE REFORMED AS NEARLY AS POSSIBLE TO ACCOMPLISH ITS INTENT OR STRICKEN IF NO REFORM IS POSSIBLE.

(H) PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING FROM ACTS BEYOND ITS CONTROL.

(I) IN THE EVENT OF LITIGATION BETWEEN THE PARTIES TO THIS CONTRACT, USER AGREES TO PAY ALL ATTORNEYS' FEES, COURT COSTS, AND EXPENSES INCURRED BY PROVIDER IN

THE COLLECTION OR RETENTION OF ANY SUMS DUE HEREUNDER, OR OTHERWISE INCURRED BY PROVIDER IN OBTAINING ANY DECREE OR JUDGMENT WITH RESPECT TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT.