VoterListsOnline.com™ Contract 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 data through VoterListsOnline.com (the "Information"). Unless you have a different agreement signed by PROVIDER, your downloading of any Information indicates your acceptance of this Agreement.

If you do not agree to the terms of this Agreement, then you may not download any Information from VoterListsOnline.com.

User shall pay PROVIDER the charges described on the fee schedule published online for the Information selected by User.

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 VoterListsOnline.com.

TERMS AND CONDITIONS

User may access PROVIDER's computer-assisted, Internet online data retrieval service known as VoterListsOnline.com (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 sell, copy, reproduce, or transfer in bulk any Information obtained from the Network. 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 FUTHER WARRANTS AND REPRESENTS THAT USER SHALL MAINTAIN THE CONFIDENTALITY 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 $2500, or five times the amount due for the Information provided hereunder, whichever amount is greater.

2. WARRANTY OF USER.
User represents that it is not in the business of licensing, selling, or creating for its customers, a computer-assisted, online data retrieval service, or a computer-searchable database or databases.

3. 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.

4. 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.

5. 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.

6. 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 users 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 "VoterListsOnline.com" 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.

7. 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.

8. 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 13 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.

9. 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.

10. 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 THAT PROVIDER'S DATA LISTS HAVE NOT BEEN RUN AGAINST ANY "DO NOT CALL" LISTS AND THAT IT IS THE DUTY OF THE USER TO INSURE COMPLIANCE WITH ANY LAWS OR REGULATIONS GOVERNING THE PLACEMENT OF UNSOLICITED CALLS.

(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 THAT 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.

11. 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.

12. TERM OF AGREEMENT; EFFECTS OF TERMINATION.

This Agreement shall remain in effect unless terminated by PROVIDER.

13. COMPLIANCE WITH LAWS.

(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

CALIFORNIA

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.
HAWAII	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.
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 acquirees 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.
ILLINOIS	[illegible]

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	No Commercial Use [KRS 117.025(2)(b)]

KENTUCKY	No Commercial Use [KRS 117.025(3)(n)] 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]
LOUISIANA	Unrestricted
MAINE	Maine's voter data may only be used for political

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	Maryland voter data may be used for purposes related to the electoral process only. Under penalty of perjury, I hereby declare, as required by Election Law Article, § 3 -506, Annotated Code of Maryland, that the list of registered voters for which I am applying is not intended to be used for commercial solicitation or for any other purpose not related to the electoral process. I am aware that, if I use the list for commercial solicitation or for any other purpose not related to the electoral process, or make the list available to the public or third parties or publish or republish the list in a way that allows it to be used in that manner, I will be guilty, upon conviction of a misdemeanor and subject to punishment under Election Law Article, Title 16, Annotated Code of Maryland. I also acknowledge and understand that I cannot use the data for any purpose unrelated to the electoral process. I can use the data to register voters, form a political party, qualify as a candidate for public office, circulate a petition, conduct elections and recount, cast and count ballots, finance a campaign, and other activities that meet the definition of "electoral process" as defined in COMAR 33.03.02.01B(1). I will not use this data for investigations into an illegal or suspected illegal infractions or violations of voters' behaviors in a specific election
MASSACHUSETTS	Unrestricted
MICHIGAN	Unrestricted
MINNESOTA	Restrictions include but are not limited to Section

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 form 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 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

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	(Political Use Only) The following apply to the extent required by applicable law: Section 1-4-5.5 of the New Mexico Election Code: I hereby swear that New Mexico voter data, mailing labels and special voter lists shall be used for governmental, election and election campaign purposes only, and shall not be made available or used for commercial or unlawful purposes, and shall not be made publicly available on the internet or through other means.
NEW YORK	NYS Election Law 3-103(5) 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	Unrestricted
NORTH DAKOTA	Does not require voter registration but does maintain a "central voter file." Available for election-related purposes only.
OHIO	Unrestricted
OKLAHOMA	Unrestricted
OREGON	Use of Lists for Commercial Purposes Prohibited.
PENNSYLVANIA	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 wil not use the information in the statewide checklist for commercial purposes.
VIRGINIA	Virginia Voter Lists VIRGINIA: (Political Use Only):

	Restrictions include but are not limited to Article 2 Section 24.2-405 of the Commonwealth of Virginia Election Code. Voter lists shall only be made available for political purposes, and only to candidates and elected officials for their districts, party committees and officers, and PACs. The list may also be made available to courts for jury selection purposes and to nonprofit organizations to promote voter participation and registration. No recipient of a Virginia voter list may publish the list on the Internet as a list, database, or other searchable format or provide the list to a third party for such purpose.
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.

State Contributor Data:

ALABAMA	§17-5-11(2) "… any information copied from such reports or statements may not be sold or used by any political party, principal campaign committee, or political action committee for the purposes of soliciting contributions or for commercial purposes, without the express written permission of the candidate or the committee reporting such information."
ALASKA	Unrestricted

COMMERCIAL PURPOSE AS ABUSE OF PUBLIC RECORD; DETERMINATION BY GOVERNOR B. If the custodian of a public record determines that the commercial purpose stated in the verified statement is a misuse of public records or is an abuse of the right to receive public records, the custodian may apply to the governor requesting that the governor by executive order prohibit the furnishing of copies, printouts or photographs for such commercial purpose. The governor, upon application from a custodian of public records, shall determine whether the commercial purpose is a misuse or an abuse of the public record. If the governor determines that the public record shall not be provided for such commercial purpose he shall issue an executive order prohibiting the providing of such public records for such commercial purpose. If no order is issued within thirty days of the date of application, the custodian of public records shall provide such copies, printouts or photographs upon being paid the fee determined pursuant to subsection A of this section. CIVIL PENALTY C. A person who obtains public records for a commercial purpose without indicating the commercial purpose or who obtains a public record for a noncommercial purpose and uses or knowingly allows the use of such public record for a commercial purpose or who obtains a public record for a commercial purpose and uses or knowingly allows the use of such public record for a different commercial purpose or who obtains a public record from anyone other than the custodian of such records and uses them for a commercial purpose shall in addition to other penalties be liable to the state or the political subdivision from which the public record was obtained for damages in the amount of three times the amount which would have been charged for the public record had the commercial purpose been stated plus costs and reasonable attorneys' fees or shall be liable to the state or the political subdivision for the amount of three times the actual damages if it can be shown that the public record would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records. DEFINITION OF COMMERCIAL PURPOSE D. As used in this section "commercial purpose", means the use of a public record for the purpose of sale or resale or for the purpose of producing a document containing all or part of the copy, printout or photograph for sale or the obtaining of names and addresses from such public records for the purpose of solicitation or the sale of such names and addresses to another for the purpose of solicitation or for any purpose in which the purchaser can reasonably

	anticipate the receipt of monetary gain from the direct or indirect use of such public record. Commercial purpose does not mean the use of a public record as evidence or as research for evidence in an action in a judicial or quasi-judicial body of this state or a political subdivision of this state.
ARKANSAS	Unrestricted
CALIFORNIA	Unrestricted
COLORADO	(e) MAKE THE REPORTS AND STATEMENTS FILED WITH THE SECRETARY OF STATE'S OFFICE AVAILABLE IMMEDIATELY FOR PUBLIC INSPECTION AND COPYING. THE SECRETARY OF STATE MAY CHARGE A REASONABLE FEE FOR PROVIDING COPIES OF REPORTS. NO INFORMATION COPIED FROM SUCH REPORTS SHALL BE SOLD OR USED BY ANY PERSON FOR THE PURPOSE OF SOLICITING CONTRIBUTIONS OR FOR ANY COMMERCIAL PURPOSE;
CONNECTICUT	Unrestricted
DELAWARE	Unrestricted
DISTRICT OF COLUMBIA	DC Official Code § 1-1105.06 No information copied from registration forms and activity reports or from lists compiled from such forms and reports shall be sold or utilized by any person for the purpose of soliciting campaign contributions or selling tickets to a testimonial or similar fund raising affair or for any commercial purpose. No public official shall be employed as a lobbyist while acting as a public official.
FLORIDA	Unrestricted
GEORGIA	Unrestricted
HAWAII	Does Not Contain Street Address - Hawaii Revised Statutes, Section 11-193(a)(4):"no information or copies from the reports shall be sold or used by any person for the purpose of soliciting contributions or for any commercial purpose"
IDAHO	Unrestricted
ILLINOIS	

ILLINOIS	10 ILCS 5/9-17) Sec. 9-17. All statements and reports filed under this Article with the board or county clerk shall be available for examination and copying by the public at all reasonable times. Any person who alters or falsifies information on a copy of a statement or report obtained from the State Board of Elections or the county clerk pursuant to Article 9 of this Code and publishes, circulates or distributes such altered or falsified information with the intent to misrepresent contributions received or expenditures made by a candidate or political committee shall be guilty of a Class B misdemeanor. Any person who shall sell or utilize information copied from statements and reports filed with the State Board of Elections or the county clerk pursuant to Article 9 of this Code for the purpose of soliciting contributions or for the purpose of business solicitation shall be guilty of a Class B misdemeanor. (Source: P.A. 90-495, eff. 8-17-97.)
INDIANA	IC 3-9-4-5 Sec. 5. (a) The election division and each county election board shall make the reports and statements filed with them available for public inspection and copying, commencing as soon as practicable but not later than the end of the second business day following the day during which they were received. (b) The election division and the county election boards shall also permit copying of a report or statement by hand or by duplicating machine, as requested, at the expense of the person and subject to IC 5-14-3-8. Inspection and copying of records contained on the computer system described in section 4(b) of this chapter are subject to IC 5-14-3. (c) A person may not sell information copied from reports and statements under this section or use it for a commercial purpose. However, this restriction does not apply to a newspaper, magazine, book, or other communication with a principal purpose other than communicating contributor information: (1) to solicit contributions; or (2) for other commercial purposes.
IOWA	Iowa Code section 68B.32A(7) is not directly to the Board

IOWA	Iowa Code section 68B.32A(7) in part directs the Board to adopt a rule that prohibits any person from using information on statements and reports for commercial purposes.Board rule 351-2.18 limits the use of information on reports as follows:2.18 - Pursuant to Iowa Code section 68B.32A(7), the information obtained from statements or reports filed with the board under Iowa Code chapter 68A, Iowa Code chapter 68B, Iowa Code section 8.7, or rules adopted by the board shall not be copied or otherwise used for any commercial purpose. For purposes of this rule, "commercial purposes" shall include solicitations by a business or charitable organization.2.18(1) Exceptions. The following uses of information for solicitations are permissible:Information used in newspapers, magazines, books, or other similar communications, so long as the principal purpose of such communications is for providing information to the public and not for other commercial purpose.Soliciting political campaign contributions. 2.18(2) Sanctions. Any person violating this rule shall be subject to the board's disciplinary process set out in Iowa Code chapter 68B and the board's rules.
KANSAS	No person shall copy any name of a contributor from any report or statement filed under the campaign finance act and use such name for any commercial purpose, and no person shall use any name for a commercial purpose with knowledge that such name was obtained solely by copying information relating to contributions contained in any report or statement filed under the campaign finance act. 95-8 http://ethics.ks.gov/statsandregs/25-4154.html
KENTUCKY	No restrictions. KRS Chapters 121 and 121A governing campaign finance regulations and reporting place no legal restrictions on the use of state campaign contribution data. KRS 121.180(8) specifically provides that all campaign finance reports are public record, open to inspection by any member of the public immediately upon receipt of the report by the Registry. Note, however, that pursuant to KRS 121.180(13) the attested paper format of campaign finance reports (as opposed to the electronic file or the data contained on the Registry's Online Searchable Database) is the official version of any election finance statement filed pursuant to KRS Chapters 121 and 121A. http://www.lrc.ky.gov/Statutes/statute.aspx?id=40191
LOUISIANA	Unrestricted
MAINE	Any person obtaining contributor information from the

MAINE	Any person obtaining contributor information from the reports is prohibited from selling or distributing it to others to use for commercial purposes and also is prohibited from making publicly available the mailing addresses of contributors. This section does not prohibit a political party, party committee, candidate committee, political action committee or any other organization that has obtained contributor information from the commission from providing access to such information to its members for purposes directly related to party activities, so-called "get out the vote" efforts or a campaign as defined in section 1052. A person who violates this section is subject to a fine of up to $5,000. A person who knowingly violates this section commits a Class E crime. See http://www.mainelegislature.org/legis/statutes/21-A/title21-Asec1005.html
MARYLAND	Unrestricted
MASSACHUSETTS	Unrestricted
MICHIGAN	169.216 - (3) A statement open to the public under this act shall not be used for any commercial purpose.
MINNESOTA	10A.35 Commercial use of information prohibited. Information copied from reports and statements filed with the board may not be sold or used by an individual or association for a commercial purpose. Purposes related to elections, political activities, or law enforcement are not commercial purposes. An individual or association who violates this section is subject to a civil penalty of up to $1,000. An individual who knowingly violates this section is guilty of a misdemeanor. https://www.revisor.mn.gov/statutes/?id=10A.35
MISSISSIPPI	Unrestricted
MISSOURI	130.056.1(5) Make the reports and statements filed

MISSOURI	130.050.1(3) Make the reports and statements filed with the Missouri ethics commission available for public inspection and copying, commencing as soon as practicable but not later than the end of the second day after which a report was received, and permit copying of any such report or statement by hand or by duplicating machine, as requested by any person, at the expense of such person, but no information obtained from such reports and statements shall be sold or utilized by any person for any commercial purpose Any person receiving from an appropriate office a copy of, or who is permitted to inspect or make a copy of, any report or statement filed pursuant to the requirements of this chapter shall sign a statement that the person will not utilize the reports or statements or any information thereon for any commercial use, except for public news reporting, whatsoever and will not transfer the information obtained to any other persons for such purposes. It shall be the responsibility of each appropriate office to instruct any person making a request to inspect, copy or receive a copy of any report or statement or any portion of a report or statement filed pursuant to this chapter that the utilization of any information obtained from such reports for any commercial purpose is a violation of this chapter.
MONTANA	Montana does have a law that prohibits a state agency from creating or producing a mailing list.
NEBRASKA	Unrestricted
NEVADA	Unrestricted
NEW HAMPSHIRE	Unrestricted
NEW JERSEY	Unrestricted
NEW MEXICO	Unrestricted
NEW YORK	Unrestricted
NORTH CAROLINA	Unrestricted
NORTH DAKOTA	Unrestricted
OHIO	Unrestricted
OKLAHOMA	74 § 4253. Use of registration forms and activity reports No information copied from registration forms and activities reports or from lists compiled from such forms and reports shall be sold or utilized by any person for the purpose of soliciting campaign contributions or selling tickets to a testimonial or similar fund-raising affair or for any commercial purpose
OREGON	Unrestricted
PENNSYLVANIA	No Commercial Use. Pennsylvania Election Code

	provides at 25 P.S. §3249 that "It shall be unlawful for any person to use the contents of any statement or report filed under this article for any commercial purpose whatsoever."
RHODE ISLAND	Unrestricted
SOUTH CAROLINA	Obtaining or using public records for commercial solicitation directed to any person in this State is prohibited under South Carolina Code Section 30-2-50 http://www.scstatehouse.gov/code/t30c002.php
SOUTH DAKOTA	Unrestricted
TENNESSEE	Unrestricted
TEXAS	No restrictions - State does not provide street addresses
UTAH	Unrestricted
VERMONT	Unrestricted
VIRGINIA	Unrestricted
WASHINGTON	This database constitutes a "list of individuals" prepared by the Washington State Public Disclosure Commission and may not be used for commercial purposes. Database information is provided on the condition and with the understanding that the persons accessing it agree to this statutorily imposed limitation of its use. See RCW 42.17.260(9) and AGO 1998 No. 2.
WEST VIRGINIA	Unrestricted
WISCONSIN	No information copied from such reports and statements may be sold or utilized by any person for the purpose of soliciting contributions from individuals identified in the reports or statements or for any commercial purpose. https://docs.legis.wisconsin.gov/statutes/statutes/11/22/6
WYOMING	According to Wyoming State Statute 22-2-113 (c): "Information copied from campaign receipt and expenditure reports filed by state and local candidates may be used for political purposes but shall not be used for commercial purposes." Violators may be punished by law.

(b) The Information gained from Voterlistsonline.com 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.

14. 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 "Customer"), 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 commercially reasonable efforts to update the numbers in its files to include a code identifying which of the telephone numbers supplied by Aristotle to Customer are registered under the DNC List. In using the materials supplied by Aristotle, if Customer requests inclusion of numbers from the DNC List, Customer represents and warrants that Customer 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. Customer 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 Customer to fulfill any compliance requirement or obligation of Customer relating to any law, rule, or regulation concerning telephone solicitations or Do Not Call requirements.

15. 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.

16. 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.

17. 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) User shall at all times be regarded as an independent contractor and shall at no time be an agent for PROVIDER.

(e) 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.

(f) 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 term shall be stricken.

(g) PROVIDER shall not be responsible for any delay or failure in performance resulting from acts beyond its control.

(h) 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.