

RALPH SMITH CAMPAIGN FOR CITY COUNCIL WEB SITE TERMS AND CONDITIONS

DATE OF LAST REVISION: March 12, 2018

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, MOBILE APPLICATION OR OTHER SOCIAL MEDIA APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE, MOBILE APPLICATION OR OTHER SOCIAL MEDIA APPLICATION.

This website, mobile application or other social media application is operated by Ralph Smith Campaign for City Council. These Terms of Service apply solely to your access to, and use of, the ralphfortampa.com Web site operated by Ralph Smith Campaign for City Council and other Ralph Smith Campaign for City Council Web sites and mobile applications and other social media applications which link to these Terms of Service (the "Sites"). These Terms of Service do not alter in any way the

terms or conditions of any other agreement you may have with Ralph Smith Campaign for City Council for products, services or otherwise.

We reserve the right to change or modify any of the terms and conditions contained in the Terms of Service or any policy or guideline of the Sites, at any time and in our sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of these Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms of Service and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Sites. If you do not agree to the amended terms, you must stop using the Sites.

All questions or comments about the Sites or site content should be directed to info@ralphfortampa.com.

1. PRIVACY POLICY

Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose personally identifiable information from our users.

2. MOBILE COMMUNICATIONS

If you request to receive updates or other information by mobile phone or text message (the "SMS Service"), you consent to receiving text messages from us and our otherwise communicating with you via your mobile device. We do not charge for this SMS Service. However, your carrier's standard messaging, data and other rates and fees still apply to any messages you send, our confirmations and all subsequent SMS correspondence and/or transmissions. You should check with your carrier to find out what plans are available and how much they cost. All charges are billed by and payable to your mobile service provider. At any time, you may text STOP to cancel or HELP for customer support information.

We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator. SMS MESSAGE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

Data obtained from you in connection with this SMS Service may include your cell phone number, your carrier's name, and the date, time and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us and as otherwise provided in our [Privacy Policy](#).

By requesting or otherwise using the SMS Service, you acknowledge and agree that we will have the right to change and/or terminate the SMS Service at any time, with or without cause and/or advance notice.

All content provided in connection with the SMS Service is appropriate for ages 13 and older (T13+).

3. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated in the Sites, the Sites and all content and other materials on the Sites, including, without limitation, Ralph Smith Campaign for City Council's logo, and all designs, text, graphics, pictures, information, data, software, tools, widgets, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Ralph Smith Campaign for City Council or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Terms of Service and does not include: (a) any resale or commercial use of the Sites or the Site Materials therein; (b) the reproduction, distribution, public performance or public display of any Site Materials, except as expressly permitted on the Site; (c) modifying or otherwise making any derivative uses of the Sites and the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or (f) any use of the Sites or the Site Materials other than for its intended purpose. Any use of the Sites or the Site Materials other than as specifically authorized herein, without the prior written permission of Ralph Smith Campaign for City Council, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may

also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. REPEAT INFRINGER POLICY

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, OFA has adopted a policy of terminating, in appropriate circumstances as determined by OFA in its sole discretion, subscribers or account holders who are deemed to be repeat infringers. OFA may also at its sole discretion limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. COPYRIGHT COMPLAINTS

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

Name of Agent Designated to Receive Notification of Claimed Infringement:

Ralph Smith Campaign

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

P. O. Box 11966

Telephone Number of Designated Agent:

(813) 619-2674

E-Mail Address of Designated Agent:

info@ralphfortampa.com

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

6. TRADEMARKS

All logos and slogans contained in the Sites are trademarks of Ralph Smith Campaign for City Council, its suppliers or licensors, or other third parties and may not be copied, imitated or used, in whole or in part, without the prior written permission of Ralph Smith Campaign for City Council or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Ralph Smith Campaign for City Council" or any other name, trademark or product or service name of Ralph Smith Campaign for City Council without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Ralph Smith Campaign for City Council and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Sites are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

7. HYPERLINKS

You may not use an Ralph Smith Campaign for City Council logo or other proprietary graphic of Ralph Smith Campaign for City Council to link to these Sites without the express written permission of Ralph Smith Campaign for City Council. Further, you may not use, frame or utilize framing techniques to enclose any Ralph Smith Campaign for City Council trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without Ralph Smith Campaign for City Council's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Ralph Smith Campaign for City Council or any third party.

Ralph Smith Campaign for City Council makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party Web sites accessible by hyperlink from the Sites, or Web sites linking to the Sites. Such sites are not under the control of Ralph Smith Campaign for City Council and Ralph Smith Campaign for City Council is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Ralph Smith Campaign for City Council provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by Ralph Smith Campaign for City Council of any site or any information

contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

8. THIRD PARTY CONTENT

We may make third party information and other content available on or through the Sites (the "Third Party Content") as a service to those interested in this information and we may provide information regarding or access to third party products or services available on or through the Sites ("Third Party Products and Services"). Your business dealings or correspondence with such third parties, and any terms, conditions, warranties or representations associated therewith, are solely between you and such third party. Ralph Smith Campaign for City Council does not control, endorse or adopt any Third Party Content or Third Party Products, and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Ralph Smith Campaign for City Council is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

9. ADVERTISEMENTS AND PROMOTIONS; THIRD-PARTY PRODUCTS AND SERVICES

Ralph Smith Campaign for City Council may run advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party organizations, products, or services on the Site. Your dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. Ralph Smith Campaign for City Council is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-Ralph Smith Campaign for City Council advertisers or third party information on the Site.

10. SUBMISSIONS

You acknowledge and agree that any feedback, questions, comments, suggestions, ideas, or other information or materials regarding the Site or Ralph Smith Campaign for City Council that are provided by you in the form of email or other submissions to Ralph Smith Campaign for City Council, or any postings on the Sites, are non-confidential and shall become the sole property of Ralph Smith Campaign for City Council. Ralph Smith Campaign for City Council shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose without acknowledgment or compensation to you.

11. USER CONTENT AND INTERACTIVE SERVICES OR AREAS

The Sites may include interactive areas or services ("Interactive Areas"), such as forums, blogs, chat rooms or message boards, or other areas or services in which you or other users may create, post, share or store content, messages, materials, data, information, text, graphics, audio, video, or other items or materials on the Sites ("User Content"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create, or otherwise publish through the Sites any of the following:

Ralph Smith Campaign for City Council takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Ralph Smith Campaign for City Council liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the user content or conduct rules set forth in these Terms of Service is solely at Ralph Smith Campaign for City Council's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Sites will not contain any content that is prohibited by such rules. As a provider of interactive services, Ralph Smith Campaign for City Council is not liable for any statements, representations, or User Content provided by its users in any public forum, blog or other Interactive Area. Although Ralph Smith Campaign for City Council has no obligation to do so, it reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Sites at your sole cost and

expense. Any use of the Interactive Areas or other portions of the Sites in violation of the foregoing violates these Terms of Service and may result in, among other things, termination, or suspension of your rights to use the Interactive Areas and/or the Sites.

Except as otherwise provided, you retain ownership of all User Content you post on the Sites. However, if you post User Content to the Sites, unless we indicate otherwise, you grant Ralph Smith Campaign for City Council and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any manner or media, including without limitation in advertising, fundraising and other communications in support of Ralph Smith Campaign for City Council and the issues, and causes it supports, without any right of compensation or attribution . You grant Ralph Smith Campaign for City Council and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Sites; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms of Service and will not violate any rights of or cause injury to any person or entity.

1. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, deceptive or misleading;
2. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.
3. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
4. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
5. Unsolicited promotions, advertising, or solicitations;
6. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
7. Viruses, corrupted data or other harmful, disruptive or destructive files; and

8. User Content which violates the terms of any Ralph Smith Campaign for City Council guidelines, policies or rules posted on the Site or otherwise provided to you; and
9. User Content that, in the sole judgment of Ralph Smith Campaign for City Council, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose Ralph Smith Campaign for City Council or its users to any harm or liability of any type.

12. REGISTRATION DATA; ACCOUNT SECURITY

In consideration of your use of the Sites, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Sites ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Ralph Smith Campaign for City Council, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Ralph Smith Campaign for City Council.

13. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Ralph Smith Campaign for City Council, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Sites, your use of the Interactive Areas, or any act or omission relating to the Site or the User Content, including without limitation any actual or threatened suit, demand or claim made against Ralph Smith Campaign for City Council and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Terms of Service or your violation of the rights of any third party.

14. DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY RALPH SMITH CAMPAIGN FOR CITY COUNCIL, THE SITES, THE SITE MATERIALS CONTAINED THEREIN AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE "SERVICES") ARE PROVIDED ON AN

"AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. RALPH SMITH CAMPAIGN FOR CITY COUNCIL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND AS TO ACCURACY OR RELIABILITY OF THE INFORMATION, CONTENT, FORMS OR OTHER SITE MATERIALS ACCESSED THROUGH THE SITE. RALPH SMITH CAMPAIGN FOR CITY COUNCIL DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE SITE MATERIALS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

RALPH SMITH CAMPAIGN FOR CITY COUNCIL IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS, INCLUDING THOSE RELATING TO PRICING, TEXT OR PHOTOGRAPHY. WHILE RALPH SMITH CAMPAIGN FOR CITY COUNCIL ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITES AND SERVICES SAFE, RALPH SMITH CAMPAIGN FOR CITY COUNCIL CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE SITE MATERIALS OR THE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

LISTED PRICES FOR MERCHANDISE INCLUDE APPLICABLE SALES/USE TAX.

RALPH SMITH CAMPAIGN FOR CITY COUNCIL IS ALSO NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD PARTY ACTIVITIES OR EVENTS LISTED ON THE SITES OR FOR THE CONDUCT OF ANY EVENT OR ACTIVITY ORGANIZERS OF OTHER USERS OF THE SITES.

Ralph Smith Campaign for City Council reserves the right to change any and all content contained in the Sites and any Services offered through the Sites at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Ralph Smith Campaign for City Council.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL RALPH SMITH CAMPAIGN FOR CITY COUNCIL OR OUR EMPLOYEES, AGENTS OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES, THE SERVICES, THE CONTENT OR THE SITE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM RALPH SMITH CAMPAIGN FOR CITY COUNCIL, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RALPH SMITH CAMPAIGN FOR CITY COUNCIL'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF RALPH SMITH CAMPAIGN FOR CITY COUNCIL, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES OR THE SITE MATERIALS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO RALPH SMITH CAMPAIGN FOR CITY COUNCIL FOR ACCESS TO OR USE OF THE SITES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF LIMITATION OF CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

16. APPLICABLE LAW AND VENUE

These Terms of Service and your use of the Site shall be governed by and construed in accordance with the laws of the District of Columbia applicable to agreements made and to be entirely performed within the District of Columbia, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Service shall be filed only in the state and federal courts

located in the District of Columbia and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Service.

17. TERMINATION

Notwithstanding any of these Terms of Service, Ralph Smith Campaign for City Council reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent future your access to and use of the Sites.

18. SEVERABILITY

If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

19. QUESTIONS & CONTACT INFORMATION

Questions or comments about the Sites may be directed to Ralph Smith Campaign for City Council at the email address info@ralphfortampa.com.