

LICENSE AGREEMENT AND TERMS OF USE

By using the PDI Online Software Application (aka The PDI, MOE, Red), you are accepting the following Terms of Service and License Agreement. If you do not agree with these any of the terms described in this document, you should immediately stop using the program and promptly request a refund. Any use of the PDI Online Software Application signifies your approval and acceptance of the Terms of Service and License Agreement in its entirety.

What is the PDI Online Software Application?

The PDI Online Software Application is an online environment combining registered voter data, data management tools, and communications services. This product and services are exclusively available for the purpose of advocacy for electoral candidates, ballot measures, legislative issues, political parties, and governmental purposes. Under no condition can any component of the PDI Online Software Application or the data contained within it be used for personal or commercial use.

The PDI Online Software Application is licensed by Organization Account subscriptions. A subscription contains voter data for a limited geography as well as program functionality in accordance with the subscription purchase terms. Organization Accounts subscriptions are sold by either election period or calendar year. Subscription terms are renewable but extending a single subscription beyond a calendar year must be granted in writing by a PDI sales consultant. Work conducted and data generated within an Organization Account cannot be viewed or accessed by another Organization Account without following program's data sharing protocol.

Each account is given a single top administrative user account. From this top administrative account, additional user accounts can be created with varying permission levels that should reflect only the tasks and responsibilities assigned to a specific user. Individuals with administrative user account privileges are responsible for limiting the distribution and capabilities of all non-administrative user accounts.

The PDI Online Software Application includes a wide range of features, data and functionality. Much of which is unique to electoral politics and not found in other mainstream software applications. The PDI Support Help page provides comprehensive documentation and support resources for quickly learning how to effectively use the program. PDI support is not responsible for explaining electoral terminology, providing strategic advice, or performing common program tasks.

After the subscription Election Day, Organization Accounts are converted into Post-Election mode where only administrative users are granted system access and generating output files containing voter data (with PII) is prohibited. Proprietary data acquired by an administrative user can be downloaded at any time. These policies are designed to protect an organization's intellectual property and data.

Voter File Use

By accessing the PDI Online Software Application, you agree to maintain the confidentiality of any Information and make all reasonable efforts to restrict access of such information to unauthorized individuals or entities. You also agree to destroy all paper lists or electronic files containing personally identifiable information. Examples of personally identifiable information includes, but is not limited to, first name, last name, home or mailing address, email address, phone numbers, and birthdate.

Account subscribers are responsible for the misuse of voter data by a third-party vendor or entity working on its behalf. PDI recommends working the established third-party vendors experienced in managing voter data. Third party vendors should also be required to read and agree to the terms of this agreement.

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The confidential voter registration information accessible through a PDI Online Software Application account is only authorized for use by the subscriber organization. Voter data or any information derived from this program may not be distributed to another organization.

State law strictly prohibits the use of voter information for personal or commercial use. The receipt, viewing and use of confidential voter registration information is restricted by the laws and regulations of the state of California including and not limited to Section 6254.4 of the Government Code, Sections 2194, 18109, and 18110 of the Elections Code and Sections 19003, 19004 and 19007 of the California Code of Regulations. Registered voter information will be used as defined by Title 2, Division 7, Article 1, Section 19003 of the California Code of Regulations, and Elections Code Section 2194 and Government Code Section 6254.4. (For details of the above state laws and regulations visit <https://www.sos.ca.gov/administration/regulations/current-regulations/elections/voter-registration/> or <http://leginfo.legislature.ca.gov/>

Failure to adhere to the terms and conditions of this agreement will result in the immediate termination of your subscription and possible forfeiture of proprietary data. ANY VIOLATION OF THIS AGREEMENT WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

By purchasing any subscription for the PDI Online Software Application, you authorize Political Data, Inc. (PDI) to act as your Data Vendor. This allows to PDI to contact election officials on behalf of you or your clients to deal with issues relating to the voter file and vote by mail data. You also agree that at any time upon request you will disclose in writing the name of the candidate, committee or elected official that you provide voter information to or on behalf of.

Data Privacy Policy

For a complete description of PDI's data Privacy Policies, please visit [here](#).

As an organization or user working in the PDI Online Software Application, you are responsible for using voter data responsibly as described in this agreement. The data your organization acquires and maintains in the program's people database may or may not be subject to the California Consumer Privacy Act (CCPA) as of January 1st,2020. Most organizations qualifying to use the PDI Online Software Application should not be subject to CCPA requirements, but you should get independent legal confirmation if you have doubts after reading this section.

The CCPA, was passed by the California State Legislature in [AB375](#) in 2018 and signed by the Governor that year. Subsequent legislation [AB25](#), [AB874](#), [AB1146](#), [AB1355](#) and [AB1564](#) made modifications to the law. The total of these legislative protections take effect on January 1, 2020.

The CCPA places important protections on commercial use of personal data collected by entities doing business in California. It allows consumers to view any data collected on them, restrict use of that data and even have their data deleted under most circumstances.

The law creates two important exemptions for those working within areas of political free speech, governmental, and legitimate research. These can be found in two key sections of the new law:

1798.105 (d) (4) A business or a service provider shall not be required to comply with a consumer's request to delete the consumer's personal information if it is necessary for the business or service provider to maintain the consumer's personal information in order to *exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for*

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by law.

1798.140 (f) For purposes of this title: “Commercial purposes” means to advance a person’s commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction. “Commercial purposes” do not include for the purpose of engaging in speech that state or federal courts have recognized as noncommercial speech, including political speech and journalism.

Amendments to the law in 2019 went further in three areas that provide additional protections for PDI Clients and how our data is utilized by excluding data legally made available from federal, state or local governments from the provisions which apply to “personal information.” (Civil Code Section 1798.140 (O) (2)). This further clarified that data such as voter files, political donor data, and other data commonly used by PDI is not subject to the provisions.

These amendments also provided greater clarity by defining “personal information” in a way that exempts de-identified or aggregate consumer data. (Civil Code Section 1798.145 (a) (5)) This is the kind of data utilized by PDI in modeling and other voter targeting, and the amendment expressly excludes this data from the consumer protections under this law.

Data Security

PDI uses standard industry security measures to help protect your information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction of Personal Data. Unfortunately, it is impossible to guarantee that Personal Data is 100% secure. Please store passwords in a safe place and sign out when you are not in close proximity to your device. You are solely responsible for all activity done within your account environment and should immediately notify us at security@politicaldata.com if you have reason to believe that your account has been compromised. We reserve the right, in our sole discretion, to terminate or suspend an account if we have reason to believe an organization is not maintaining adequate security protocol.

Ownership

PDI retains ownership of the PDI Online Software Application and all non-proprietary voter information. Proprietary information created or modified by a campaign is the property of the Person or Organization invoiced for this service.

You May

You may transfer your rights to the PDI Online Software Application to another person or organization within the same campaign cycle during which the subscription was first purchased. All usage rights of the original licensee are forfeited at this time. The transferee must agree to the terms and conditions of the agreement and re-register the PDI Online Campaign Center with Political Data Incorporated.

You May Not

You may not lease, rent, sub-license or time-share use of the PDI Online Software Application in any manner unless written permission is expressly granted by Political Data Incorporated. This includes the sale or distribution of information derived from the program. The license provides no rights to use PDI Online Software Application except as specifically stated herein. Any altered, or edited version of the information remains the property of PDI.

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The customer, and/or processor, shall pay PDI the top retail rate for each use of the Information in violation of this Agreement.

Purchasing Data and Services

Voter data lists and files and be purchased within the PDI Online Software Application by authorized users with access to the account File Pickup Password. This password is provided to the original account administrator and is required for all purchases of data and services. Account administrators are responsible for distributing the File Pickup Password and the subscribing organization is financially responsible for all purchased made. Account administrator can change the file pickup password by contacting a PDI sales consultant.

Termination

This license and your right to use this software may be automatically terminated if you fail to comply with any provision on this license agreement. All licenses have an expiration date after which the program will not run unless the license is renewed with Political Data Incorporated. Failure to pay subscription fees may result in termination prior to Election Day without notification.

Rights

PDI retains all rights not expressly granted in this license agreement. Nothing in this license agreement constitutes a waiver of Political Data Incorporated's rights under the U.S. copyright laws or any other Federal or State law.

Limited Warranty

PDI warrants that the PDI Online Software Application and its documentation are not defective. PDI further warrants that the program operates substantially as described in the documentation. Remedies not specifically part of this Limited Warranty are: any other damages, loss of data or use of PDI Online Software Application or any other claims that may arise from its use.

Product Support

Purchase of the PDI Online Software Application subscription entitles you to a variety of free product support options that address any problem or defect related to the normal operation and functioning of the program. Additional fee-based support options are available. Please see the Product Support section of this document for complete details about our support policy.

Product Support requires a congenial and effective relationship between PDI and the user. If such a relationship cannot be maintained, Political Data reserves the right to terminate product support and/or your right to use the program.

License Agreement

Although Political Data Incorporated has tested the software and reviewed the documentation, Political Data Incorporated MAKES NO WARRANTY OF REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SOFTWARE OR DOCUMENTATION, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AS A RESULT, THIS SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS" AND YOU, THE LICENSEE, ARE ASSUMING THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE.

IN NO EVENT SHALL POLITICAL DATA INCORPORATED BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION.

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