



New York City Campaign Finance Board

100 Church Street, 12th Floor, New York, NY 10007

212.409.1800 | www.nycffb.info

TERMS OF USE

Welcome to a New York City Campaign Finance Board (“CFB”) Official Website (nycffb.info; nycvotes.org; votebetterny.org; voting.nyc) (“the Website”).

PLEASE READ THE FOLLOWING TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING OR USING THE WEBSITE, INCLUDING BUT NOT LIMITED TO ALL SUBPAGES YOU UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO THESE TERMS.

I. YOUR USE OF THE WEBSITE

- A. You agree to access and use the Website only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Website. By accessing the Website, you agree that you will not:
1. use the Website to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense;
 2. use the Website in a way to give rise to civil liability or encourage others to engage in any conduct which would give rise to civil liability;
 3. use the Website to impersonate other parties or entities;
 4. use the Website to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Website or the hardware or software of any other person who accesses the Website;
 5. upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual relationship;
 6. alter, damage, or delete any content posted on the Website;
 7. disrupt the Website or its servers or networks in any way; or
 8. claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent.
- B. The CFB reserves the right to suspend your account and/or suspend access to the Website if the CFB has reason to believe that the account/access is being used for any of the prohibited purposes enumerated in Section I(A)(1-8) above. The CFB shall provide notice of such suspension if you have provided the CFB with an email or other electronic address or mail address when accessing the Website. Notice shall be given to you at (one of) the address(es)

provided.

II. YOUR PASSWORDS AND ACCOUNT SECURITY

- A. You agree and understand that you are responsible for maintaining the security and confidentiality of passwords associated with any account you use on the Website.
- B. Accordingly, you agree that you will be solely responsible to the CFB for all activities that occur under your account.
- C. If you become aware of any unauthorized use of your password or of your account, you agree to notify the CFB immediately at 212-409-1800.
- D. The CFB reserves the right to suspend your account if the CFB deems you are using the account in violation of Article I of these Terms above.

III. INFORMATION YOU PROVIDE

In order to use certain aspects of the Website, you may be required to provide information about yourself. You agree that any information you give to the CFB will always be accurate, correct and up to date. To learn how the CFB may use such information, please visit the Website Privacy Policy.

IV. INTELLECTUAL PROPERTY

- A. The CFB respects the intellectual property of others and it asks its users to do the same. Service marks and trademarks contained in or displayed on the Website, and the contents of linked sites operated by third parties, are the property of their respective owners (which may be the CFB). All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on the Website, and the selection and arrangements thereof, are the property of the CFB. All rights are reserved.
- B. Digital Millennium Copyright Act ("DMCA") Notice/Takedown Request

If you believe that your work has been copied in a way that constitutes copyright infringement via its display on, or other use by, the Website, you may submit a notice pursuant to the DMCA by providing the CFB's DMCA Designated Agent (see Section IV(E) below) with the following information in writing:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the CFB to locate the material;
4. information reasonably sufficient to permit the CFB to contact you, such as an address, telephone number, and, if available, an email address;
5. a statement that you (and, if applicable, the person or entity on whose behalf you are acting) have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

C. DMCA Counter-Notice

You do not have the right to post material to the Website unless given such right by the CFB. If the CFB has given you permission to post an array of material to the Website, and the specific material you posted has been taken down pursuant to the DMCA, you may submit a counter-notice pursuant to the DMCA by providing the CFB's DMCA Designated Agent (see Section IV(E) below) with the following information in writing:

1. your physical or electronic signature;
 2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 4. your name, address, and telephone number, and a statement that the you consent to the jurisdiction of the United States federal district court for the judicial district in which your address is located, or if your address is outside of the United States, that you consent for any judicial district in which jurisdiction of the CFB may be found, and that you will accept service of process from the person who provided notification under Section IV(B) above or an agent of such person.
- D. You acknowledge that if you fail to comply with all of the above requirements for a DMCA Notice/Counter-Notice (as applicable), your Notice/Counter-Notice may not be valid.
- E. The CFB's Designated Agent under the DMCA for the Website is Hillary Weisman, who can be reached as follows:

Hillary Weisman
General Counsel
New York City Campaign Finance Board
100 Church Street, 12th Floor
New York, NY 10007
By email: DMCAContact@nyccfb.info

For clarity, only DMCA notices should go to the Designated Agent. To request permission to use CFB intellectual property located on the Website, or for any other questions, please contact the CFB at 212-409-1800.

V. LINKS TO SITES OF NON-CFB ENTITIES

The Website may contain links to other sites on the Internet that are operated by parties other than the CFB. The CFB does not imply approval of the listed destinations, warrant the accuracy of any information set out in those destinations, or endorse any opinions expressed therein. Like the Website, all other websites operate under the auspices and at the direction of their respective owners who should be contacted directly with questions regarding the content of those sites.

VI. DISCLAIMERS

- A. THE WEBSITE AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE QUALITY, CONTENT, ACCURACY, COMPLETENESS, CURRENCY, FREEDOM FROM INTERRUPTION, FREEDOM FROM COMPUTER VIRUS, FREEDOM FROM ERRORS OR OMISSIONS, AND NON-INFRINGEMENT OF CONTENT PLACED ON THE WEBSITE (WHETHER BY THE CFB OR A THIRD PARTY) INCLUDING ANY OF THE DESIGN, INFORMATION, TEXT, GRAPHICS, IMAGES, PAGES, INTERFACES, LINKS, SOFTWARE, OR OTHER MATERIALS AND ITEMS CONTAINED IN OR DISPLAYED ON THE WEBSITE.
- B. THE CFB IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER THEY WERE FORESEEABLE) THAT MAY ARISE FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE AND/OR THE MATERIALS CONTAINED ON THE WEBSITE WHETHER THE MATERIALS CONTAINED ON THE WEBSITE ARE PROVIDED BY THE CFB OR A THIRD PARTY.
- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF

ANY SUCH MATERIAL.

- D. CHANGES ARE MADE PERIODICALLY TO THE CITY CHARTER AND MANY CITY LAWS, CFB RULES, FORMS AND SCHEDULES, AND THESE CHANGES MAY OR MAY NOT BE IMMEDIATELY REFLECTED IN THE MATERIALS OR INFORMATION PRESENT ON THE WEBSITE.

VII. MISCELLANEOUS TERMS

- A. Nothing contained in or displayed on the Website or in these Terms constitutes or is intended to constitute legal advice by the CFB or any of its officers, employees, agents, attorneys, or representatives.
- B. You agree that if the CFB does not exercise or enforce any legal right or remedy which is contained in these Terms (or which the CFB otherwise has under applicable law), such omission will not be taken to be a formal waiver of the CFB's rights and shall not be construed to be a modification of these Terms.
- C. If any court of competent jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.
- D. These Terms, and your relationship with the CFB under these Terms, shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice-of-law rules). You agree that any and all claims asserted by or against the CFB arising under or related to these Terms shall solely be heard and determined either in the courts of the United States located in the City and County of New York or in the courts of the State of New York located in the City and County of New York.
- E. The CFB reserves the right to revise and otherwise change these Terms at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated. Your continued use of the Website following the posting of any modification signifies your acceptance thereof. You should periodically visit this page to review the current Terms of Use.
- F. These Terms, the Website Privacy Policy, and the Terms and Conditions, if any, constitute the entire agreement between you and the CFB with respect to your use of the Website and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the CFB with respect to the Website. These Terms shall be deemed to include all other notices, policies, disclaimers and other terms contained in the Website and its subpages; provided, however, that in the event of a conflict between such other terms and these Terms, the inconsistent terms shall control in the following descending order: (1) these Terms, the Terms and Conditions, if any, and the Website Privacy Policy; and (2) other terms contained in the Website and its subpages.