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EPACINFO ACCESS AGREEMENT/ADDENDUM

These terms and conditions constitute an addendum (this “Addendum”) to the Agreement for campaign finance compliance consulting services between your Organization (“the Organization”) and Public Affairs Support Services (“PASS”) regarding the Organization’s online access to copies of the cash, receipts and disbursement management reports prepared by PASS for the Organization (the “Reports”).

1. Access

PASS will provide the Organization with access through the PASS website to copies of the Reports (the “Service”) subject to the terms and conditions of this Addendum.

2. Security

PASS will provide the Organization with passwords for the exclusive use of its employees, officers and directors. Passwords will be changed at least every 6 months by PASS. The Organization is responsible for determining which employees, officers and directors will be provided with passwords and for maintaining the confidentiality of passwords provided to its employees, officers, and directors. The Organization agrees that only its employees, officers and directors shall receive passwords from PASS or be given passwords by the Organization. Individuals holding passwords are responsible for all activities that occur under their password or account, and agree to keep passwords confidential. The Organization assumes all risks and liabilities arising from the access of such persons to the Service. The Organization will notify PASS immediately if the Organization or any of its employees, officers or directors has reason to believe that the confidentiality of any passwords has been compromised. Until the Organization notifies PASS of any breach of security, the Organization will be liable for any unauthorized use of the Service. THE ORGANIZATION HEREBY EXPRESSLY CONFIRMS THAT IT UNDERSTANDS THAT NO ONLINE SECURITY SYSTEM IS ABSOLUTELY IMPENETRABLE AND THAT IT ACCEPTS THE ABOVE PROVISIONS AS ADEQUATE FOR ITS NEEDS FOR PROTECTING THE CONFIDENTIALITY OF THE REPORTS.

3. Changes

The Service, PASS’ system, and this Addendum may change from time to time. PASS reserves the right, at PASS’ sole discretion and without prior notice or liability, to discontinue or alter the Service or any feature of the Service including, without limitation, (a) suspending the Service for system maintenance, (b) restricting the time of availability, (c) restricting the availability and/or scope of the Service for certain types of computers and operating systems, (d) restricting the procedures for or amount of access or use permitted, (e) restricting or terminating any user’s right to access and use the Service, and (f) changing system hardware and software. Any change is effective immediately upon a posting on the Service, electronic mail, or conventional mail. By

continuing to use the Service, you accept any such changes. If any such changes are not acceptable to the Organization, the Organization may terminate this Addendum at any time as described in Section 8.

4. Disclaimer; Limitation of Liability

The Service is provided on an “as is”, “as available” basis. PASS’ warranties and indemnities relate only to the reports as filed with the appropriate federal and state authorities and as delivered to the Organization in accordance with the agreement. PASS does not make, and expressly disclaims, any and all warranties, express or implied, with regard to any information, product, or service furnished by it under this addendum, including without limitation any and all implied warranties of merchantability or fitness for a particular purpose.

In no event shall PASS be liable for any indirect, incidental, consequential, special, or punitive damages, even if advised of the possibility of such damages. The maximum liability of PASS to any user for any loss, claim, damage, or liability of any kind, including due to PASS’ negligence, shall be limited to the amount paid by the Organization to PASS during the six month period preceding the claim.

5. Indemnification

The Organization agrees to indemnify and hold PASS, its officers, directors and employees harmless from and against any claims and expenses (including reasonable attorney’s fees) arising out of or related to any violation of this Addendum or use of the Service.

6. Proprietary Rights

- 6.1 Software. The software used in the Service and any accompanying documentation and written materials are the sole and exclusive property of PASS and are protected by copyright, trade secret law and international treaties.
- 6.2 Content. The Organization, its officers and directors, and designated user may make copies, publish, transmit and create derivative works of portions of the Content, including material protected by copyright, trademark or other proprietary rights, for use with the Organization's employees, provided the copies and derivative works are made for use by the user's organization and maintain copyright, trademark or other proprietary rights notices of the copies of the Content. The Organization, its employees, officers and directors may not modify, publish, distribute, transmit, transfer or sell, create derivative works, or in any way exploit any of the Content, in whole or in part for use outside the user’s organization. Derivative works must contain original supplemental new content by the Organization that limits the end user's ability to recreate the Content.

7. Third Party Content and Services

PASS makes no representations whatsoever about any other web site which may be accessed through the Service. PASS has no control over the content of independent web sites and a link to a non-PASS web site does not mean that PASS endorses or accepts any responsibility for the content, or the use, of such web site. It is the Organization's responsibility to take precautions to ensure that any accessed site is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. In no event will PASS be liable to any party for any direct, indirect, special or other consequential damages for any use of any other hyperlinked website, including, without limitation, any lost profits, business interruption, loss of programs or other data, even if PASS is expressly advised of the possibility of such damages.

8. Termination

- 8.1 For Any Reason. Either the Organization or PASS may terminate this Addendum for any reason at any time by giving the other party notice of termination. Such termination shall be effective upon receipt of notice.
- 8.2 For Cause. PASS may terminate this Addendum without notice for any conduct that Provider believes in its sole discretion violates this Addendum, interferes with other users' use of the Service or is otherwise inappropriate.
- 8.3 Effect on the Agreement. A termination of this Addendum shall have no effect on the Agreement, which is solely terminable in accordance with its own terms.

9. General

- 9.1 Choice of Law. This Addendum and its validity, construction, and performance shall be governed in all respects by the laws of the State of Virginia without regard to its choice of law rules.
- 9.2 No Waiver. PASS' failure to insist upon strict performance of any of the provisions of this Addendum shall in no way constitute a waiver of future violations of the same or any other provision.
- 9.3 Modification. This Addendum shall not be modified in any way except by a writing signed by both parties.
- 9.4 Severability. If any provision or portion of this Addendum shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Addendum and the Agreement shall not in any way be affected or impaired thereby.
- 9.5 Survival. The provisions of this Agreement relating to confidentiality, warranties, and indemnification shall survive any termination or expiration of this Agreement.
- 9.6 Entire Agreement. This Addendum constitutes the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written, or other communications between them concerning its subject matter which is specifically deemed to exclude the subject matter of the Agreement which is independent of this Addendum.

By clicking “Login”, you agree to be bound by the foregoing terms and conditions with respect to the Service and this Addendum. If you do not agree, click “Cancel” and you will be disconnected from the Service.