

## Terms and Conditions of Use for Phone2Vote.Com

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY AS YOUR USE OF THIS WEBSITE <http://www.phone2vote.com> IS SUBJECT TO YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS, AS UPDATED FROM TIME TO TIME (“**TERMS**”). YOUR CONTINUED USE AND ACCESS OF THIS WEBSITE INDICATES THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS. IF YOU DO NOT WANT TO BE BOUND BY THE TERMS YOU AGREE TO DISCONTINUE YOUR USE OF THIS WEBSITE.

### 1 General

- 1.1 “**Leader**” shall mean an individual who is either (i) a current or aspiring member of any of the legislative bodies or other elected members (e.g. member of the Congress or Senate of the USA), (ii) current or aspiring member of the state legislature of any State of the USA (member of the State Congress or State Senate), (iii) holds any official executive position in the USA Government or any State Government, (iv) any individual or politician aspiring to participate in politics in the USA, and is registered as a leader with the Site;
- 1.2 “**Members**” shall mean all the Leaders and Users; USA shall mean the United States of America
- 1.3 “**Phone2vote**” or “**P2V**” or “**Phone2Solve**” or “**P2S**” or “**Dial2Solve**” or “**D2S**” shall mean Uma KP LLC, incorporated under the laws of Maryland or any State in the USA, the entity that owns and operates the Sites; any reference to one of them is the same as referring any of the three;
- 1.4 “**Site**” shall mean the collection of web pages at any of the three urls or the Apps in any of the three hyperlinks: <http://www.phone2vote.com>, <http://www.phone2solve.com>, <http://www.dial2solve.com>
- 1.5 “**Public Participant**” shall mean a registered user of the Site and a member of the public, who is a citizen of the USA and not a Leader.
- 1.6 “**Users**” shall mean all the Leaders, Public Participants and other users having access to the Site but not registered with the Site as a Leader or Public Participant.
- 1.7 “**Leader Services**” or “**Leader Service**” shall mean those services that are provided to Leaders who may or may not have paid the prescribed fee, and include providing a web page and a telephone number. Generally, any person can call this number and leave a voice message that will be recorded and made available to the Leader in their account in the Site, along with the telephone number of the caller, subject to the caller number identification not being blocked. The Leader can upload speeches, activities and other material about self for viewing by the citizens. This process and mechanism is subject to changes at the sole discretion of P2V. Calls to the telephone number provided to the Leader are chargeable as a local call for all callers.

### 2 Introduction

- 2.1 The Site is an online portal that acts as networking forum allowing Public Participants and Leaders to interact with each other through the fora provided on the Site.

- 2.2 These Terms govern the use of the Site. Use of the Site is conditioned upon your acceptance without modification, of all the Terms.
- 2.3 P2V hereby reserves the right to modify, amend or supplement the Terms by posting new Terms on the Site. Posting of the new Terms on the Site shall constitute effective notice to you. You hereby agree to check the latest Terms available on the Site from time to time and agree to discontinue your use of the Site if the Terms are not agreeable to you.
- 2.4 All the information posted on the website will not be accurate; P2V depends on a number of resources on the internet and others to gather and post this information; all Users are requested to cooperate by pointing out errors and forwarding correct information with evidence
- 2.5 You may or may not receive a username and password upon completing the registration process on the Site. Your username, password, and other profile details collected by the Site during your registration shall constitute your account on the Site (“**Account**”). You are responsible for maintaining the confidentiality of the password of your Account, and you are fully responsible for all activities that occur from your Account. You agree to (a) immediately notify P2V at [support@phone2vote.com](mailto:support@phone2vote.com) of any unauthorized use of your Account or any other breach of security, and (b) ensure that you properly sign out from your Account at the end of each session. You hereby acknowledge and agree that P2V shall not be liable for any loss or damage suffered by you arising from your failure to comply with this Clause 2 and its sub-clauses.

### **3 Services**

- 3.1 The Site offers a variety of services to its Members and these *inter alia* include provision of a discussion fora where the Members interact with each other, fora for the Public Participants to vote on polls and a forum for the Public Participants to rate Leaders on various subjects. The Users agree that P2V reserves the sole right to modify the nature of services offered on the Site.
- 3.2 P2V further reserves the right to restrict access to some portions or features of the Site, without prior notice to you. Currently the Site is freely accessible to all Public Participants without any charges, except for a few specified services that are available only upon making payment for the same, as specified on the Site. Provided however, Leaders may register and access the Site only upon the payment of a fee to purchase Leader Services (onetime payment or an annual subscription, as may be specified on the Site), and such access for the Leaders begins approximately within 30 days of the payment being received. Any fees paid to P2V for usage of the Site by Leaders shall not be refundable in any circumstances whatsoever. If you have opted for annual subscription, you would be required to renew the same thirty (30) days prior to expiry of your subscription. If you fail or choose not to renew the same then Leader Services will be terminated upon expiry of the subscription period. All Leaders shall pay the prescribed fee only after carefully reading these Terms and Conditions fully and agreeing to abide by the same.

### **4 Conduct by the User**

- 4.1 You agree and undertake to use the Site appropriately. By way of example, and not as a limitation, you agree and undertake that when using the Site, you will not:

- a. publish, post, upload, distribute or disseminate (collectively “**Post**”) any material which is knowingly false and/or defamatory, inaccurate, abusive, obscene, indecent, vulgar, sexually-oriented, hateful, threatening, profane, lewd, seditious, invasive of a person's privacy, or otherwise violative of any law;
  - b. abuse, harass, stalk, or otherwise violate the legal rights of other Users;
  - c. Post files that contain material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents to Post the same;
  - d. Post files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another User's computer;
  - e. conduct or forward surveys, contests, pyramid schemes or chain letters on the Site;
  - f. download any file Posted by another Member that you know, or reasonably should know, cannot be legally distributed in such manner;
  - g. violate any applicable laws or regulations for the time being in force in India or in a country of your residence or temporary stay;
  - h. make the Site available over a network where it could be used by multiple devices or multiple users at the same time without undergoing the registration process of the Site; or
- 4.2 You will not initiate any legal proceeding against any other User and you recognise that your sole remedies against any other User shall be to disassociate yourself from that User on the Site or cease usage of the Site or approach the grievance redressal mechanism available on the Site; You guarantee, warrant, and certify that you are the owner of the content which you Post on the Site (“**Content**”) or are otherwise authorised to use the Content and that the Content does not infringe upon the property rights, intellectual property rights or other rights of any other person. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any Content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the Content

## **5 Additional Conduct by the Leader**

- 5.1 If you are a Leader, you hereby further agree to abide by the conduct as set out below;
- a. You shall strictly adhere to all electoral laws, regulations, rules, codes and conduct guidelines or other forms of delegated legislation relating to electoral laws in the USA;
  - b. You shall not use the information available on the Site, including any personal details of the Members, especially the contact information of Members for commercial or other purposes including but not limited to acts that may violate the privacy of the Member, or be disagreeable to the Member;
  - c. You shall not share the information provided exclusively to you, in the course of your participation on the Site, with any third party for any purpose whatsoever;

- d. You shall be solely responsible for any actions or omissions undertaken from your Account on the Site, irrespective of the fact that such Account activity may be undertaken by a member of your staff, your party workers or your team members on your behalf;
- e. You agree that if you notice any abuse of the services on the Site by any User, you shall promptly notify P2V of the same by sending an email to [support@phone2vote.com](mailto:support@phone2vote.com);
- f. You agree that any information Posted on your personal page on the Site, will not be removed unless determined otherwise by P2V; if any information posted there is not accurate then you will extend all cooperation by forwarding the correct information with evidence to P2V; and
- g. You agree that P2V may add additional features to the Site and to your personal page on the Site and if these are not agreeable to you, you may elect to discontinue your use of the Site and elect not to renew your Account
- h. You agree that if your Leader Services, referred to in clause 3 above, are procured on your behalf by some other entity, e.g. your party leadership or any other entity through which you accept such procurement, then all messages and activities on your account may be accessed by such an entity having complete legal rights to your account.

## **6 Disclaimers and limitation of liability of P2V**

- 6.1 Although the administrators and moderators of P2V will attempt to keep the Site free from all objectionable messages, you agree and acknowledge that it is impossible for P2V to review all content on the Site. All content express the views of the respective Member who Posted such content and not those of P2V, and any errors or omissions in such content is attributable to the respective Member. Any User who is of the opinion that specific content on the Site is objectionable, is encouraged to contact P2V immediately by sending an email to [\*support@phone2vote.com\*](mailto:support@phone2vote.com). Notwithstanding the foregoing, P2V shall not be obliged to remove such objectionable content from the Site.
- 6.2 P2V does not vouch for or endorse or warrant the accuracy, completeness or usefulness of any content on the Site. You understand and agree that any material and/or data downloaded or otherwise obtained by you from the Site is done entirely at your own discretion and risk and you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material and/or data from the Site. You hereby acknowledge and agree that P2V, its employees, directors, shareholders or representatives will not be held responsible for any content on the Site. You hereby agree to hold harmless P2V employees, directors, shareholders or representatives against any and all claims related to the opinions expressed by Users.

- 6.3 The Site may contain links to other websites ("**Embedded Sites**"). The Embedded Sites are not under the control of P2V and P2V is not responsible for the contents of any Embedded Site, including without limitation any link contained in an Embedded Site, or any changes or updates to an Embedded Site. P2V is not responsible for any form of transmission, whatsoever, received by you from any Embedded Site. P2V is providing these links or allowing Users to provide you these links only as a convenience, and the inclusion of any link does not imply endorsement by P2V of the Embedded Sites or of any information contained in the Embedded Site or any association with the operators or owners of the Embedded Site.
- 6.4 For all legal purposes the English version of this Site and this agreement with all its Terms will be the original, referred to for all purposes and taken to be final. The translated versions in all other languages are provided for convenience only.
- 6.5 P2V neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, published on the Site. In no event shall P2V or its employees, directors, shareholders or representatives be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Site; (b) unauthorized access to or alteration of a User's transmissions or data; (c) damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site; (d) any delay or inability to use the Site or related services provided on the Site; (e) non-availability of the Site during periodic maintenance operations or any unplanned suspension of access to the Site that may occur due to technical reasons or for any reason beyond P2V's control; (f) any other matter relating to the Site or the services available on the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability or otherwise.

## **7 Regulatory Power of P2V**

- 7.1 P2V reserves the right to delete, edit or move any content Posted on the Site for any reason whatsoever.
- 7.2 P2V, at its sole discretion, reserves the right to reject a User from registering on the Site without assigning any reason thereof. P2V also reserves the right to suspend/cancel/deactivate any Member's Account for any reason which P2V shall deem fit, at its sole discretion.

## **8 Privacy Policy**

- 8.1 You hereby expressly agree and consent to the collection of your personal data by P2V. You hereby agree that P2V or its agents, may collect, maintain and process personal data about you, your usage of the Site and related information, that is gathered periodically to facilitate your operation of the Site and to verify your compliance with the Terms.

- 8.2 You hereby expressly consent and agree to P2V sharing your personal information with third parties in the following manner: a) Your phone number and name shall be disclosed to the Leader to whom you make a telephone call using your telephone and the telephone number of the Leader as published on the Site; b) Your personal contact details, email and telephone details, shall be shared with the Leader to whom you send a message, through this Site, seeking a response from that Leader; and c) your personal information shall be shared with the law enforcement, courts or other authorities who seek such information under due process of law. You further expressly consent and agree to P2V sharing information assimilated from Users of the Site pertaining to views expressed, demography, etc., which are generic and non-personal, with third parties, including but not limited to polling organizations, research organizations or commercial entities. The manner in which such information is shared, disseminated etc. by P2V shall be at the sole discretion of P2V and on such terms and conditions as P2V deems fit.
- 8.3 Except as provided in Clause 8.2 above, P2V hereby agrees to hold the personal information collected from you confidential and shall not share the same with a third party without obtaining your prior written consent. Provided however, you agree and acknowledge that the use of the several services available on the Site, are in an open, public environment or forum including (without limitation) any blog, community or discussion board, post, is not confidential, does not constitute personal information, and is not subject to protection under P2V's privacy policy. Since such public environment is accessible by third parties, it is possible that third parties may collect, collate and use such information for their own purposes. You hereby agree to exercise caution when Posting any of your personal information in such public environment. Information, which is disclosed publicly, is also shared with our affiliates and third party service providers, unless expressly stated otherwise. You hereby agree that P2V is not liable to you or any third party for any damages that you or any third party may suffer howsoever arising from your disclosure of personal information in any public environment and such disclosure is at your own risk.
- 8.4 If P2V is required to intercept, disclose, monitor and/or store your personal information: (a) by law; (b) for the purpose of effectively managing the Site; (c) to secure the systems of the Site; or (d) to enforce P2V's rights, P2V will do so in the manner as prescribed by law. You hereby agree that such interception, disclosure, monitoring and storage may take place without your knowledge and P2V will not be liable to you or any third party for any damages howsoever arising from such interception, disclosure, monitoring and storage. To ensure that the security and integrity of the Site is safeguarded, P2V may monitor your personal information. This monitoring may include (without limitation) the filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of spam, viruses and/or unlawful, defamatory, obscene or otherwise undesirable material or content. P2V may under certain circumstances engage a third party service provider for the purpose of managing the technical operations involved in hosting the Site. To the extent that it may be necessary, and solely for the purposes of providing the service available on the Site to you, you agree that we may disclose to such third party any of your personal information that may be necessary for the procurement of services from the third party.

## **9 Indemnity**

9.1 You agree to indemnify, defend and hold harmless P2V from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by P2V that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or obligation to be performed by you pursuant to these Terms

## **10 Termination**

10.1 These Terms are effective until terminated. Your rights under these Terms shall terminate automatically or otherwise cease to be effective without notice from P2V, if you fail to comply with any provision of the Terms. Upon termination of these Terms, you shall cease to access and use the Site. Clauses 5, 7, 8.1, and 10.1, shall survive the termination of these Terms.

## **11 Miscellaneous**

11.1 **Governing Law:** You agree that this agreement shall be governed by and construed in accordance with the laws of the USA. Subject to Clause 11.2 below, the courts in Maryland shall have exclusive jurisdiction.

11.2 Any dispute, difference, claim or controversy arising out of or in connection with this agreement (including a dispute regarding the existence, validity or termination of this agreement (including, without limitation, this Clause 11.2)) or the performance of any obligation hereunder, may be referred by P2V or you, by notice in writing to the other party, to an arbitral tribunal to be appointed in accordance with the provisions of arbitration generally accepted. The venue for arbitration shall be in California and the language used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on you and P2V and shall be enforceable in any court of competent jurisdiction, and you agree to be bound thereby and to act accordingly