

Dave's Redistricting Terms of Use

Updated: November 26, 2023

Thank you for your interest in Dave's Redistricting, a project of Social Good Fund (a 501(c)(3) California non-profit corporation). These "**Terms of Use**" govern your use of the Website, and you will be required to agree to them before using the Website. Accordingly, Social Good Fund (referred to in these Terms of Use as "**we**" or "**us**" or "**SGF**") and you are entering into a binding, legal contract. So please take a moment to understand your obligations (and rights!) provided under these Terms of Use.

When we refer to the "**Website**" that means, collectively, the Dave's Redistricting domains, subdomains, at DavesRedistricting.org.

When we use the term "Service" or "**Services**," we mean any functionality from our Website, applications or software, including without limitation access to our account management platform, and any related or ancillary services or products, including any data.

1. Summary of Important Terms

- a. Entire Agreement: These Terms of Use, which include our Privacy Policy, make up the entire agreement between you and SGF.
- b. Age Restrictions: Our services are offered and available only to users who are of legal age to consent and be bound by contract in their jurisdiction. The Website is not meant for minors. For more information see Section 9 and Section 21.7, which is part of our Privacy Policy.
- c. Limitation on Liability: The Website is simply a platform offering useful information about voting tabulation districts, which is the term used by the Census Bureau for precincts, wards, parishes and similar terms (generically precincts); users can also access census blocks which are subdivisions of precincts. This information includes demographics and information about past elections. The Website can be used to create your own district maps, for Congressional districts, state legislative districts, city or county districts, and districts for other elected offices. Because you are making your own use of these, in Section 11 you agree that our liability is limited, and you release SGF from, and waive your right to recover, all damages.
- d. Dispute Resolution: Section 15 explains that you agree to arbitrate any claims you have instead of going to court and that you will not bring class-action claims against SGF. That section also explains how to opt-out of those terms.

2. Website Accounts

The Website offers a way of accessing precinct and census block information and allows you to manipulate precincts and census blocks to create possible district maps that are different from district maps that may have been adopted by states or other jurisdictions. To access our services, you will be asked to provide

certain registration details or other information to create a Dave's Redistricting account. It is a condition of your use that all the information you provide us is true, correct, current, and complete. Any information you provide us will be handled in accordance with our Privacy Policy.

To set up an account to use our Website, you will provide us your email address and a password, and possibly, a username. When you publish a map, our default is that your email address, without the domain name, is used as your username. We do offer an option that will allow you to create a username that is displayed with any of your published maps. You also acknowledge that your account is personal to you and agree not to provide any other person with access to your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

3. License to Use services and Prohibited Uses

Subject to these Terms of Use, SGF grants you a limited, worldwide, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access our Website as provided hereunder. The foregoing license is narrow and does not include any resale of our services or any derivative use of the services, Website, or SGF's, or its licensors', Content. However, because you retain ownership of any User Content (defined below) you create, you are free to sell such User Content or be compensated for producing such User Content. Additionally, you may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or services:

- a. In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use, including their ability to engage in real time activities through the Website or services.
- b. Use any robot, spider or other automatic device, process or means to access the Website or services for any purpose, including monitoring or copying any of the material on the Website.
- c. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose, except as provided in this Terms of Use, without our prior written consent.
- d. Use any device, software or routine, or take any other action, that interferes with the proper working of the Website or services.
- e. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- f. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or services, the server on which the Website or services are stored, or any server, computer or database connected to the Website.
- g. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Data Use: Our Service includes Census and Election Data obtained from Third-Parties. You agree:

- a. Not to resell any data obtained from the Website whatsoever.
- b. To adhere to all license agreements associated with any data you use for any purpose, including, but not limited to, display, analysis, scoring and comparison.
- c. To provide data citations when appropriate.

4. Content Storage, Removal, and Suspension or Terminating Accounts

The Website allows a user to access precinct and census block information and manipulate precincts and census blocks to create possible district maps.

“**Content**” refers to precinct and census block information, maps, videos, audio, graphics, photos, text, branding, interactive features, software, metrics, and other material.

For a user, user created content (“**User Content**”) includes the maps created by that user, as well as any names assigned to the maps, plus any descriptions of the maps.

- a. User Content is the responsibility of the person or entity that provides it to the Website.
- b. SGF is under no obligation to host or serve User Content other than its own or that of its licensors.
- c. You are legally responsible for the User Content you publish.
- d. You retain ownership rights in your User Content; however, we require You to grant certain rights to SGF and other users of the Service, as described below.
 1. **License to SGF:** by providing User Content to the Website, you grant SGF a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that User Content in connection with the Website.
 2. **License to other Users:** by sharing your User Content with another user, you grant that user a worldwide, non-exclusive, royalty-free license to access your User Content through the Website, and an irrevocable license to use that User Content, including to reproduce, distribute, prepare derivative works, display, and perform it.
 3. **Publishing your Content:** by publishing your User Content on the Website, you are sharing your User Content with all other users and granting them the licenses referenced above.
 4. **Duration of License:** the licenses granted by you continue for as long as your User Content is protected by intellectual property rights.
 5. **Deletion of Content:** if You delete any User Content that's covered by these licenses:
 - a. SGF will no longer display or distribute the User Content through the Website; however, SGF may retain server copies of the User Content and may distribute these copies to comply with legal obligations.
 - b. Any user with whom the User Content was shared (through sharing or publishing on the Website) may still be able to display, edit, and further distribute the User Content.
- e. We also reserve the right to:
 1. Distribute any and all of your User Content to comply with legal process.
 2. Use any published User Content for promotional purposes.

3. Remove or take down some or all of your User Content at our discretion. We may do so if any of your User Content:
 - a. Is in breach of this Agreement.
 - b. May cause harm to the Company, our users, or third parties.

5. Security

We take reasonable steps to secure your username, email and password. If there is a security breach or loss at the Website, we will make you aware in compliance with local, state, national, and international laws.

6. User Feedback

Feedback is incredibly important for us to deliver the best service possible. We appreciate any feedback you have! Please note, however, that by sending us any comments, suggestions, questions, or the like regarding our services or Website, including any ideas, know-how, concepts, recommendations, enhancements, or other strategies that could in any way relate to our services or Website, like new or improved features or functionality (collectively referred to as “**Feedback**”), it becomes SGF’s property. You acknowledge that we can choose to use your Feedback for any purposes whatsoever, without further compensation, attribution or reimbursement, or not use your Feedback at all.

7. Website Content and Trademarks

Dave's Redistricting’s name, logo, related names and logos, trade dress, trademarks, service marks, products, services, Website, designs, insignia, symbols, slogans, and the like (whether registered or unregistered), are trademarks of SGF (the “**SGF Marks**”). We provide no rights to use the SGF Marks without separate, and explicit, permission. All other names, logos, designs, insignia, symbols, slogans, and the like that appear on our Website or services are trademarks of their respective owners.

The information we provide you may be from public or private sources. You do not acquire any ownership of any form in this information.

8. Digital Millennium Copyright Act (DMCA) and Requests to take Down User Content

We respect the intellectual property rights of others. If you believe your copyright in a work has been violated on the Website or through use of the services, please email us a notice with the following information:

- a. Identify the copyrighted work or works that you claim has been infringed, or if multiple copyright works are covered by the notice you send, please provide a representative list of such works.

- b. Identify the material or link you claim is infringing or the subject of an infringing activity, that is to be removed or disabled. Please provide the URL or the exact location of such infringing materials if on the Website, or a copy of the User Content that you claim is infringing.
- c. Provide your contact information (Your business name (if applicable), your name, address, e-mail address, and phone number).
- d. Include the following statements in the body of the notice you e-mail to us:

“I hereby state that I have a good faith belief that use of material(s) in the manner complained of is not authorized by the copyright owner, agent, or the law (i.e., fair use). I hereby state that the information provided herein is true and accurate, and under the penalty of perjury, I am the owner or have been authorized to act on behalf on behalf of, the owner of the copyright, or the owner of any exclusive right that has been allegedly infringed.”
- e. Provide your full legal name and your electronic or physical signature.

Deliver this notice with all ancillary documents to:

Copyright Agent
Apex Law Group PLLC
Attn: Peter J. Smith
200 1st Ave W Ste 104
Seattle, WA, 98119-4291
United States
intellectualproperty@apexlg.org

9. Age Restrictions and Minor User Content

By registering an account and using our services, you represent to us that you are of legal age to enter into an agreement (these Terms of Use) in your jurisdiction. If it comes to our attention that you are not of legal age, or are otherwise ineligible to use the services, then we will immediately discontinue your use. We do not knowingly collect personally identifiable information from anyone under the age of 16. If you are a parent or guardian, and you are aware that your minor has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from a minor without verification of parental consent, we may take steps to remove that data from our servers. This may result in the termination of the relevant account.

10. Disclaimer of Warranties

SGF PROVIDES NO WARRANTY OF ANY KIND WITH RESPECT TO THE DATA AND SERVICES PROVIDED. YOUR USE OF THE WEBSITE AND DATA IS AT YOUR OWN RISK. THE WEBSITE AND THE DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SGF NOR ANY PERSON ASSOCIATED WITH SGF, NOR SGF'S LICENSORS MAKES ANY WARRANTY OR

REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER SGF, NOR ANY PERSON ASSOCIATED WITH SGF, NOR SGF'S LICENSORS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

SGF AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

SGF AND ITS LICENSORS HAVE NO OBLIGATION TO CORRECT ANY ERRORS IN THE DATA OR SERVICES OR TO UPDATE DATA OR SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Limitation on Liability

IN NO EVENT WILL SGF, ITS LICENSORS OR SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR SERVICES. THIS LIMITATION OF LIABILITY AND DAMAGES INCLUDES ANY AND ALL DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

13. Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold SGF and its affiliates, officers, directors, employees, contractors, agents, licensors, successors, and assigns harmless from and against any and all third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your use of the services or Website; (ii) your violation of these Terms of Use; (iii) your violation of any applicable law or regulation; (iv) your Content and (v) a violation of any of the foregoing demonstrably not by you, but through the use of your account (collectively, the “**Claims and Losses**”). You agree to cooperate and work with SGF in the investigation and defense of Claims and Losses. Further, you hereby authorize and grant SGF the right to negotiate, settle, pay, compromise, and otherwise assume full control for defense over any Claims and Losses.

14. Governing Law and Territorial Issues

All matters relating to the services, the Website, and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

You warrant that your access and use of the Website and services is permissible under all applicable local laws, rules, regulations, and restrictions. SGF may, at our sole discretion, limit availability of the Website or service based on geography or jurisdiction.

15. Dispute Resolution; Waiver of Class Actions; and Opt-Out Procedures

All claims or disputes relating to these Terms of Use or our services or Website, must be resolved through final and binding arbitration, except for certain injunctive relief (further explained below). Before filing any claim, however, SGF seeks to resolve all disputes informally. We truly believe that reasonable people can find resolution quickly and efficiently, and so before a formal arbitration proceeding, you must first contact SGF explaining your claim. If the dispute is not informally resolved within 30 days of your notice, then a formal arbitration proceeding may be brought under this section.

The American Arbitration Association (AAA) will administer arbitration under the AAA’s set of rules selected by the arbitrator. The arbitration will be in English, and will be held in Seattle, Washington. Instead of appearing in person, you and SGF may appear via conference call or webcam, or any other means where all the participants can hear and respond to one another in real-time.

As an exception to formal arbitration, a lawsuit may be filed in the state or federal courts in Contra Costa County, California for immediate injunctive relief to stop or prevent further abuse or infringement of intellectual property rights (trademarks, copyrights, patent, trade secrets, domain name rights, or the like).

NO CLASS ACTIONS OR REPRESENTATIVE LAWSUITS. You and SGF agree that any disputes arising out of these Terms of Use or the Website or services shall be submitted individually, and shall not be subject to any class action or representative status. Accordingly, both SGF and you waive your right to join claims with others or participate as a member of a class of claims submitted to arbitration. The foregoing class action waiver is essential and material to these Terms of Use, especially with the consent to submit to binding arbitration. If any portion of the waiver for class action claims because nullified, limited, or otherwise cancelled then the agreement to arbitrate hereunder shall also become void.

YOU UNDERSTAND THAT BY AGREEING TO THE ABOVE, YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH THE COURT, AND POTENTIALLY HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND THAT YOU MAY HAVE HAD A RIGHT TO JOIN A CLASS OR HAVE CLAIMS DECIDED THROUGH REPRESENTATIVE ACTION. BY AGREEING TO THESE TERMS YOU HAVE WAIVED THESE RIGHTS.

To opt-out of the foregoing arbitration provisions and waiver of class action or representative claims, please email SGF according to the notice provisions below, *no later than 30 days from agreeing to these Terms of Use.*

16. Waiver and Severability

No waiver by SGF of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by SGF to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision for that instance or future instances of breach.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be modified and interpreted to the greatest extent possible so as to effect the intent of the parties and such that the remaining provisions of the Terms of Use will continue in full force and effect.

17. Notice to SGF and Your Comments or Concerns

For valid notice to SGF, including general comments, concerns, or Feedback, please send an email, to:
feedback@davesredistricting.org

We will send notices to you at your Website account email address. Please keep that email address up to date!

All notices of copyright infringement claims should be sent to the copyright agent designated above in the manner and by the means set forth therein.

18. Modification and Changes to these Terms of Use

Only we may revise and update these Terms of Use in our sole discretion. All changes are effective immediately when we post them, and shall apply to all access to and use of the Website and services thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. We will try to post a notice of any changes to the Terms of Use, but you will still be bound by any changes if you use the Website after the Terms of Use have changed.

19. Compliance with US Export Control Laws

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

20. Entire Agreement of the Parties

These Terms of Use, including the below Privacy Policy, represent the complete agreement of the parties with respect to its subject matter. No other communications, advertisement, representations, etc. is in any way binding on the parties, except as provided herein.

21. Privacy Policy

21.1 Acknowledgement

This Privacy Policy is included in the Terms of Use of the Website and is agreed to when you accept the Terms of Use. This Privacy Policy (1) describes our policies and procedures on the collection, use, and disclosure of Personal Data when you use the Service, and (2) tells you about your privacy rights and how the law protects you. Please read this Privacy Policy carefully before using the Website.

21.2 Types of Data Collected

21.2.1 Personal Data and Usage Data

We may (1) ask You to provide Personal Data and (2) collect Usage Data. **Personal Data** refers to personally identifiable information that can be used to contact or identify you. For example, email addresses, usernames, X (Twitter) handles, cookies and usage data. **Usage Data** refers to information on how the Website is used, including your computer’s IP address, MAC address or other device identifiers, browser type and version, pages of the Website that you visit and the time you spend on these pages, the time and date of your use of the Website, and other diagnostic data.

21.2.2 Tracking and Cookies Data

We may use cookies and similar tracking technologies to operate the Website, remember your preferences and settings, track your activity on the Website, and/or for other purposes.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on Your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze the Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of the Website.

21.2.3 Other Collected Data

As part of the operation of the Website, we keep a list of Your maps and the content of those maps, including some history of maps' changes. We also keep a list of other users' maps You have viewed and/or edited.

21.3 Use of Data

We use the collected data for various purposes, including:

- a. To provide and maintain the Website.
- b. To notify you about changes to the Website.
- c. To allow you to use the Website.
- d. To provide customer care and support.
- e. To provide analysis or valuable information so that we can improve the Website.
- f. To monitor the usage of the Website.
- g. To detect, prevent and address technical issues.

Your username is associated with your Content. When you share Content, your username is visible to all users with whom you have shared the Content. When you publish Content, your username is visible to all users.

21.4 Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If You are located outside United States and choose to provide information to us, note that we transfer the information, Including Personal Data, to the United States and process it there. You should also be aware that we do not actively solicit users from outside the United States, although, subject to Section 19 above, we do allow users from outside the United States to use the Website. However, this means that your Personal Data may be subject only to United States law and not the law of your home jurisdiction.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

We will take steps reasonably necessary to ensure that Personal Data is treated securely and in accordance with this Privacy Policy and no transfer of Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Personal Data.

21.5 Disclosure Of Data

21.5.1 Legal Requirements

We may disclose Personal Data in the good faith belief that such action is necessary to:

- a. To comply with a legal obligation, such as, but not limited to, a subpoena.
- b. To protect and defend the rights or property of SGF.
- c. To prevent or investigate possible wrongdoing in connection with the Website.
- d. To protect the personal safety of users or the public.
- e. To protect against legal liability.

21.5.2 Service Providers

Our service providers have access to Personal Data only to perform tasks on our behalf and are obligated not to disclose or use it for any other purpose.

21.5.3 Links To Other Sites

Our Website may contain links to third party websites. If You click on such a link, you will be directed to that third-party's site. Such a third-party site will have its own terms of use and privacy policy, which will govern whatever you do, and whatever data you provide, to that website.

We have no control over and assume no responsibility for the content, privacy policies or practices of any other sites, Third-Party Services, or Service Providers.

21.6 Security Of Data

The security of your data is important to us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While We strive to use commercially acceptable means to protect Personal Data, we cannot guarantee its absolute security.

21.7 Children's Privacy

We require that any person under that age of 16 obtain parental consent before registering with the Website. And we require that we can verify such consent, prior to any person under 16 using the Website.

We do not knowingly collect personally identifiable information from anyone under the age of 16. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we may take steps to remove that information from our servers. This may result in the termination of the relevant account.