

ClearGov.com - Terms of Service

Updated: April 18, 2019



Introduction

Welcome to ClearGov!

We're not going to try to convince You that the following Terms of Service (the **"Terms"**) will be the most scintillating document You've ever read, but we paid our lawyer handsomely to put this together, so we hope You will give it a thorough review. (NOTE: The original draft of these Terms said, "we paid our handsome lawyer", but we're sure that was a typo. If You saw a picture of our lawyer, we know You'd agree.)

We'll even try to break up the monotony of the legalese with a bit of wit or a "Dad Joke" along the way – just so You don't bruise Your forehead by falling asleep and banging it against Your computer keyboard.

Preamble

To kick things off, whenever we use the term **"ClearGov"** or **"we"** or **"us"** in these Terms, we mean ClearGov, Inc., a company which is incorporated in Delaware and headquartered in Maynard, Massachusetts. Whenever we use the terms **"You"**, **"Your"** or **"User(s)"** in these Terms, we literally mean You, as in the person reading these Terms and accessing the ClearGov Service.

Furthermore, the ClearGov Service (the **"Service"**) includes the ClearGov.com website (desktop and mobile versions) (the **"Sites"**), any and all ClearGov applications (the **"Apps"**), any and all information found on the Sites or the Apps (the **"Content"**) and any other services, such as emails, offered via the Sites or the Apps. Unless otherwise indicated, the Service includes all features and functionality of the Sites and the Apps, including any new features or functionality that may be added from time to time.

We ask that You read these Terms carefully before using the Service or any of the functionality provided therein. If You do not accept these Terms, You may not use the Service. By accessing and/or using the Service in any manner via any means, You agree to be bound by these Terms.

I. Use of the Service

You may use the Service solely for personal and non-commercial purposes. Using the Service for non-commercial purposes essentially means that if you're using the Content or

any other element of the Service to try to make a buck – and you don’t have a separate agreement with ClearGov that explicitly permits such usage – then you are clearly violating these Terms – and you should stop.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute Content available on the Service. Further, You may not use any such automated means to manipulate the Service or attempt to exceed the limited authorization and access granted to You under these Terms. And, You may not resell use of, or access to, the Service to any third party.

As you may have already noticed, the Service provides information on a large number of local municipal governments, i.e. towns, cities, school districts, special districts, etc. ClearGov aggregates much of this information from third-party sources, and although we try to use quality sources, ClearGov makes no guarantees that any Content provided or accessed on or through the Service is accurate, current or complete. Your use of the Content that we provide through the Service is at Your own risk. You agree that You will not hold ClearGov liable for any inaccurate, incomplete, outdated or missing information provided on or through the Service.

BTW: If you run across any information on ClearGov.com that you know or believe to be incorrect, please let us know. We’re happy to research and/or address issues that are brought to our attention.

II. Your Content on ClearGov

The Service offers you the ability to post comments, opinions, text, endorsements, pictures, video and other materials and information (collectively referred to as **“Your Content”**) to the Sites and Apps. By posting, uploading or otherwise sharing Your Content, You grant ClearGov an unlimited, perpetual, irrevocable, worldwide license to use, copy, perform, modify, adapt, redact, republish and distribute Your Content and Your screen name, including, without limitation, any intellectual property contained therein, in any medium now known or hereinafter developed, without payment or compensation to You and without seeking any further approval from You. ClearGov may also use Your name, likeness, publicly accessible biographical data and any other information in connection with such use of Your Content. You acknowledge that ClearGov’s use of Your Content may include licensing Your Content to third parties and/or using Your Content for advertising purposes. In no event will we be required to seek Your approval or provide You with any compensation in connection with any such use. You warrant that A) Your Content complies with these Terms; B) You are not violating any third party rights or agreements by providing Your Content; and C) that nothing contained within Your Content would require us to seek permission of a third party in order to use Your Content as described in these Terms.

We know that was a mouthful, but it's important. And, if You don't want to grant ClearGov those rights then ***don't provide Your Content.***

Acceptable Use

We named the company ClearGov, so we clearly (mini-Dad-joke) believe in transparency. Therefore, we encourage others to be open and transparent as well, provided that You do so in a manner that is civil. We believe that communities thrive when diverse opinions are shared openly, honestly and with mutual respect.

ClearGov encourages and expects all Users to demonstrate such mutual respect, which means that You should refrain from personal attacks of any kind. In other words, You can disagree – but don't be disagreeable. You can criticize a concept, but not the person. Reasonable minds will often have differing opinions – just don't be obnoxious about it.

You are solely responsible for Your Content that You post on or transmit via the Service. Without limitation, You agree that Your Content will not include any content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as materials that You do not own, or for which You do not have written consent from the owner of such materials to post on the Service);
- violates anyone's right of publicity or right of privacy;
- is threatening or harassing, or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way;
- is illegal or promotes any illegal activities;
- contains "masked" profanity (e.g., S#^+!)
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains or links to any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

It may help you follow the rules listed above if you keep these three core principles in mind:

1. Don't be dirty.
2. Don't be dishonest.
3. Don't be a jerk.

And, just like your grandmother taught you, following [The Golden Rule](#) is always a good idea.

ClearGov is under no obligation to screen or monitor any Content or to enforce the ClearGov Terms on Your behalf or based on a claim by You that another User has breached any of these Terms. With that said, we encourage You to let us know if You believe that another User has breached these Terms or has engaged in other unacceptable behavior by reporting it to Support@ClearGov.com. ClearGov will make the sole determination, in ClearGov's sole discretion, as to whether Your Content or any other content is acceptable for the Service. We may include, edit or remove any content at any time, for any reason, and without notice.

Variety is the spice of digital life, so understand that when using the Service, You will be exposed to content and communications from a variety of sources and that ClearGov is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to any such content. And, just like when You visit any website, by using ClearGov You acknowledge that You may be exposed to content that is inaccurate, offensive, indecent or objectionable to you. If You object to this possibility, You should not use the Service.

Because ClearGov provides a platform for wide-ranging commentary – both for and against – by members of local communities, You should keep in mind that, even if You disagree with a specific comment, ClearGov typically does not remove comments in response to requests from Users. ClearGov is not legally obligated to arbitrate disagreements between or among community members. By using the Service, You agree that You will not hold ClearGov responsible or liable for any Content or information from other Users that You access on or through the Service.

III. Registration

Much of the Service may be used by You without registering. Some of the features and functionality of the Service will require You to register for an account (Your "Personal Account") in order to access and utilize such features and functionality. Your Personal Account is for Your sole, personal use. You may not allow others to use Your Personal Account, and You may not assign or otherwise transfer Your Personal Account to any other person or entity. When You register for Your Personal Account, You agree to provide a valid email address for You. You are responsible for the security of Your password and will be solely liable for any use, including but not limited to unauthorized use, under such password, so make sure You select a good password and don't do anything silly like leaving it around in the open for all to see.

IV. Termination of Access

We intend to maintain ClearGov.com as a positive, constructive and respectful site, so in addition to any right or remedy that may be available under these Terms or applicable law, we may suspend, limit or terminate Your Personal Account, or all or a portion of Your access to the Service, at any time with or without notice and with or without cause. In addition, we may refer any information on illegal activities, including Your identity, to the proper

authorities, or take any other action we believe to be in the interest of the Service and Users of the Service.

V. Privacy

The privacy of Your personally identifiable information is very important to us. For more details on what information we collect and how we use it, please read our [Privacy Policy](#). The Service is not directed at children, and ClearGov will not knowingly collect personally identifiable information from any child under age 13.

VI. Links

The Service may contain links to other websites not provided by ClearGov. The links may include listings that provide You with further information, or links that have been included in materials uploaded to the Service by a party other than ClearGov. Be aware when You leave the ClearGov Service and understand that you will be subject to the terms and conditions and privacy statements of each and every website You visit. No doubt, however, those terms and conditions won't be as interesting to read as ours, but there just isn't anything we can do about that.

In fact, we are not responsible for the practices or the content of such other websites or services. Despite any links that might exist on the Service, we do not endorse and are not affiliated with such third parties.

VII. Our Proprietary Rights

Hopefully this doesn't come as a surprise to You, but You are not allowed to steal any Content or other materials from the Service. ClearGov or its licensors are the exclusive owners of all content, copy, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained on or used in connection with the Service. Except as set forth herein, or a "fair use" as permitted under applicable law, You agree not to copy, distribute, publish, enter into a database, modify, make derivative works of or otherwise use or exploit any part of the Service or any Content or other materials on the Service without the prior written consent of the owner of such materials. All rights not granted under these Terms are reserved by ClearGov.

VIII. No Warranties

If you've been itching for some serious legalese, these next few sections should bring a smile to your face: THE SERVICE, INCLUDING ALL CONTENT AND MATERIALS MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, IS PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR OR WITH RESPECT TO THE CONTENT ON THE SERVICE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF, OR INABILITY TO USE, THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS OR OMISSIONS CONTAINED THEREIN PROVIDED BY THIRD PARTIES. REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. AS USED IN THIS SECTION, "WE" AND "OUR" INCLUDES CLEARGOV AND CLEARGOV'S EMPLOYEES, CONTRACTORS AND LICENSORS.

IX. Limitation of Liability

If any part of the warranty disclaimers or limitations of liability set forth herein is found to be invalid or unenforceable for any reason, or if we are otherwise found to be liable to You in any manner, then our aggregate liability for all claims under such circumstances for liabilities shall not exceed the greater of (a) the amount paid by You for Your use of the Service during the prior twelve (12) months or (b) twenty-five dollars (\$25).

X. Indemnity

We wrote and published these Terms for a reason. Therefore, we can't be held responsible if You disregard them. You agree to defend, indemnify and hold harmless ClearGov, its officers, directors, members, employees, licensors, licensees, business partners and agents, and their respective heirs, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees) arising from: (a) any breach or alleged breach by You of any of these Terms, (b) Your Content, (c) Your use of materials or features available on the Service (except to the extent a claim is based upon infringement of a third party right by materials created by ClearGov and used in strict accordance with these Terms) and/or (d) a violation by You of applicable law or any agreement or terms with a third party to which You are subject.

XI. Governing LaW

ClearGov is headquartered in Massachusetts, so You agree to play by Massachusetts laws. These Terms shall be governed by the applicable Massachusetts laws, without regard to its conflict of laws rules. You hereby expressly consent to the exclusive jurisdiction of, and venue in, the courts located in Middlesex County, Massachusetts for all matters and disputes arising in connection with these Terms or Your access to or use of the Service. Any

claims asserted by You in connection with the Service must be asserted in writing to ClearGov within one (1) year of the date such claim first arose, or such claim is forever waived by You. Each claim shall be adjudicated individually, and You agree not to combine Your claim with the claim of any third party.

X. Reporting Claims of Copyright Infringement - Digital Millennium Copyright Act (“DMCA”) Notice

As noted above, we can’t control what other people post on the Service. Although we are under no obligation to review or scan content available on or in connection with the Service for the inclusion of illegal or impermissible content, we respect the copyright interests of others, and it is our policy not to permit materials that we know to infringe another party’s copyright to remain on the Service and, in appropriate circumstances, to terminate the Personal Accounts of repeat infringers. If You believe any materials on the Service infringe a copyright, You should provide us with written notice that at minimum contains:

1. A physical or electronic signature of the copyright owner or 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 on the Service are covered by a single notification, a representative list of such works;
3. Identification of the content or material on the Service 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, e.g., a link and screenshot, reasonably sufficient to permit us to locate the content or material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address, at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the content or material in the manner complained of is not authorized by the copyright owner, its agent, or by law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please report any such alleged copyright issues by sending all such notices to our legal team as follows: by mail to: ClearGov, Inc. Attn: Legal Notices; 2 Mill & Main, Suite 630; Maynard, MA 01754; by facsimile to: (774) 759-3045 – Attn: Legal Notices; or by email to: Legal@ClearGov.com.

XI. Electronic Communication

By accessing or using the Service, registering, sending an email or otherwise communicating with ClearGov through the Service, You are communicating with ClearGov electronically, and You agree to receive electronic communication from ClearGov, by email

and by posting to the Site. You agree that any electronic communication from ClearGov satisfies any legal requirements that such communication must be in writing. You also agree that any communications or materials that You provide to ClearGov or the Service, including, without limitation, by posting to the Service, email or otherwise, are and will be treated as non-confidential and non-proprietary.

XII. General

The Service is controlled and operated by ClearGov from its headquarters in Maynard, Massachusetts, USA. ClearGov makes no representation that any Content on the Service is appropriate or available for use in other locations. You are solely responsible for ensuring that Your access to and use of the Service complies with all applicable laws, statutes and regulations of Your jurisdiction, including, without limitation, export and import regulations. ClearGov reserves the right, in its sole discretion, to terminate Your access to the Service, or to modify or discontinue the Service, in whole or in part, at any time and without notice. You agree that ClearGov will have no liability to You or to any third party for any termination, modification, or discontinuance of the Service.

XIII. Assignment

ClearGov may assign these Terms without consent to any subsidiary or parent company of ClearGov or to any successor by way of any merger, consolidation or other corporate reorganization of ClearGov or sale of all or substantially all of the assets of ClearGov or to an entity that assumes, by sale, license or otherwise, the business activities of ClearGov.

XIV. Severability

We consider these Terms to exist as individual parts of a larger whole. If any part of these Terms are held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms. This means that even if one part of these Terms is judged unsound, the rest still apply.

XV. Waiver; Remedies

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms by You will not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by You of the same or any other term of these Terms. Our rights and remedies under these Terms are cumulative, and the exercise of any such right or remedy will not limit our right to exercise any other right or remedy.

XVI. Modifications

Just like Your local community, ClearGov and the Service are growing and changing every day, and thus the Terms are subject to change by ClearGov at any time. The most current version of these Terms can always be accessed via the [ClearGov Terms and Conditions page](#), and the latest update date will be reflected in the **“Effective Date”** section at the end of

these Terms. If You keep using the Service or submit any content after the latest Effective Date, You agree to be bound by the then effective Terms.

XVII. Contact Us

If You have any questions or comments about our Terms or anything else, You may contact us at: ClearGov, Inc.; 2 Mill & Main, Suite 630; Maynard, MA 01754; or by email to: Support@ClearGov.com

XVIII. Effective Date

These Terms were last updated on April 18, 2019.