

Terms of use

These are the general terms and conditions on which we supply all our services. If you use our services, you agree to abide by these terms.

At Elect-US we supply election services to many different clients. Some of them will have specific terms for projects or for their collecting of your data. If that is the case Elect-US's contract for that service will be on these terms, supplemented by any terms specific to the service. In the case of any conflict, service specific terms will take precedence.

We process personal data in accordance with our privacy policy. As part of this agreement you consent to our doing so. You should read the policy carefully, especially if you have any concerns about your privacy.

Warning: unless we have agreed a particular level of service with you, we make absolutely no promises about the quality or existence of any of our services . Please read the sections below and our general exclusion of liability.

All use of our web services are subject to our terms for web users. There are further terms if you have signed up for an account with one of our services and, if you have agreed to pay us for a service, please see the additional terms for paid-for services. At the end are some general terms and definitions.

Terms for use of our web services

Disclaimer

While we are proud of the services we provide to the world for free and try to make them reliable and useful, we make no promises about them. All web services are certain to fail some of the time. We adapt and change our services from time to time, so you may find that something that worked for you may cease to work. We may also stop supplying any service, temporarily or permanently or block access to our services to anyone for any reason.

If you need some guarantee of a particular service level, then please do not hesitate to contact us to discuss whether we could offer you a commercial version of any of our services (assuming one is not already available).

We are not a law firm and nothing we do is intended to be taken as legal advice.

What you agree

You agree not to use our websites to do any of the following:

Anything which is illegal either where you are in the world, or where we are.

Cause nuisance to other users of our services.

Interfere with the normal running of our services.

Try to access our systems in a way other than those advertised by us and, in particular, to use a web crawler that does not respect the robots exclusion policy.

Other websites

Some of our activities are carried out on web platforms provided by third parties. If you make use of any service where that is the case, you are responsible for complying with any terms of service of the third party platform. In the same manner, if we collect information for a third party, your information is provided understanding that you agree to all applicable privacy policies and agreements.

Accounts

Some of our services require you to create an account in order to make certain kinds of, or any, use of the service. All our accounts are subject to the following rules.

You must be at least 13 years old and a human being.

If asked for any personal details, you must answer truthfully (see our privacy policy for what we do with those details). You must supply us with a valid e-mail address.

You are responsible for the security of your accounts and making sure that any contact details in the account are kept up to date. If we need to contact you but are unable to do so, for example because your e-mail address is no longer valid, then any consequences of that failure will be your responsibility.

You must not let anyone else use your account. If pressure is applied to you to do so please inform them that their attempt to subvert your agreement with us will mean that they have no permission to use any of our services. We may take action, including criminal prosecution, if they use our services using an account they have obtained in this way.

You must let us know of any unauthorised use of your account as soon as you are able to after becoming aware of it.

Unless an account is associated with a paid-for service, we may suspend or terminate it at any time. Equally, you may close your account at any time

Community members

By becoming a client, you are acknowledging your connection to us. You are subject to terms set forth in your contract, for example in order to poll you on some important issue.

Community membership is not membership in the formal sense of membership of a company limited by guarantee.

Content and intellectual property

What we do with your content

If you contribute content to any of our services, for example by uploading data, then as a general rule you agree to our use of the information as described in our Privacy Policy, Terms of Use, and Contract.

Paid-for services

Any payment you have agreed to make to us is subject to any applicable taxation or similar financial imposition. You are responsible for paying any additional sum imposed in this way.

You may terminate a paid-for service at any time by giving us notice of termination. Any payment you have already made to us will not be repayable, but we will continue to supply the service — unless you ask us otherwise — until the next payment date.

We may suspend a paid for service if we reasonably believe:

It is necessary for us to do so in order to prevent any unlawful activity;

You have breached this agreement in a sufficiently serious way to justify suspending the service in order to prevent that breach.

You have failed to pay us any sum of money you owe.

If we do suspend a service for any of the above reasons we will take all reasonable steps to inform you promptly of what we have done and we will lift the suspension as soon as we are satisfied that the reason for the suspension no longer applies.

Liability

Indemnities — where you may owe us

If you breach any of your obligations under this agreement and, as a result, cause us to be sued by anyone else, you will have to compensate us for any loss we have suffered as a result, which includes any costs, such as paying lawyers, or for our own time, we incur defending a claim as well as any damages awarded.

If your breach causes you to be sued by someone else, you will not sue us for any loss you suffer as a result.

Exclusion — what we do not owe you

We limit our liability in several different ways — all of which we believe to be fair. In case any one of them is found to be unenforceable by a court, each of the following limitations of liability is separate and our liability to you is limited by all of them.

All exclusions of liability are only in so far as we are allowed to do so by whatever law applies to the situation under the laws of Port St. Lucie, FL. All questions concerning the construction, validity and interpretation of our Privacy Policy, Terms of Use, or other Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, or concerning, this Agreement or the employment relationship between the parties, shall be resolved exclusively in a federal or state court of competent jurisdiction located in Florida. To the extent necessary, the parties hereby submit to, and agree not to contest, the jurisdiction of such courts.

We will not be liable for any damage that was not reasonably foreseeable at the time we made this agreement.

Any liability to you is limited by the amount you have paid us for a service, where:

Our liability is zero for a free service.

Where you make periodic payments, our liability is limited to the value of the last payment you paid us.

We are not liable for any loss which is indirect or consequential. That includes any loss of business or profit.

We exclude, in so far as we are allowed, any warranties that would be implied by law.

General conditions

This agreement

We may update these terms and conditions at any time. If we do so, we will announce the change on our website. Any changes will be binding on you from the moment we announce them.

This agreement is made in accordance with the laws of Port St. Lucie, FL.

Finally

These last items should go without saying, but we are saying them anyway just to be clear.

If any part of this agreement is ineffective (for example because it is unlawful) then the rest of the agreement should be read without it.

This agreement is between you and us and is not intended to give anyone else any rights.

We may sometimes fail to enforce our rights under this agreement (for example because we decide not to, or we did not realize you were in breach of contract). Just because we have not enforced any of our rights, does not stop us from doing so in the future.

Neither party is liable for anything which is beyond their reasonable control.

If for some reason beyond our reasonable control, we are unable to or it would not be commercially viable for us to, continue to supply any of our services, we may cease to supply that service, ending any agreement between us for its supply. If we do so, we will return to you a fair proportion of any sum you have paid us in advance for the supply of that service, taking into account the service we have already supplied to you.