



Voterheads.com Terms of Service

By using Voterheads.com (Voterheads), you are agreeing to be bound by the following terms and conditions (Terms of Service).

Voterheads reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your Account.

Privacy (Your Rights)

Your privacy is important to us. Voterheads will make all reasonable efforts to ensure that your account information will not be shared with any third party.

Account Terms

1. Users under the age of 18 must have the permission of their parent or teacher.
2. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. You must provide a valid email address in order to complete the signup process.
4. Basic subscription accounts may only be used by one person – a single login shared by multiple people is not permitted. Professional subscription accounts may have multiple logins and customized subaccounts attached to their main account.
5. You are responsible for maintaining the security of your account and password. Voterheads cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Payment, Refunds, Upgrading and Downgrading Terms

1. A valid credit card is required for paying accounts.
2. If you initially sign up for a subscription service, and you don't cancel that account within 30 days, you will be billed monthly starting on the 30th day after your account was initially created. If you cancel prior to the processing of your first invoice on the 30th day, you will not be charged.

3. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
5. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
6. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Voterheads does not accept any liability for such loss.

Cancellation and Termination

1. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
2. Voterheads, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Voterheads service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Voterheads reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. Voterheads reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Voterheads Site (voterheads.com) or the Service itself.
3. Voterheads shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. Voterheads does not pre-screen Content posted and retrieved through our agenda retrieval system and therefore cannot guarantee its accuracy. Voterheads also cannot guarantee that its system will always retrieve every public meeting agenda posted by the organizations within its database.
2. The look and feel of the Service is copyright©2020 Voterheads, Inc.. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Voterheads.

General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

2. Technical support for a Basic subscription is only available via email. Technical support for Professional level subscribers is available via email and phone.
3. You understand that Voterheads uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Voterheads, or any other Voterheads service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Voterheads.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Voterheads customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not transmit any worms or viruses or any code of a destructive nature.
10. Voterheads does not warrant that
 - a. the service will meet your specific requirements,
 - b. the service will be uninterrupted, timely, secure, or error-free,
 - c. the results that may be obtained from the use of the service will be accurate or reliable,
 - d. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
 - e. any errors in the Service will be corrected.
11. You expressly understand and agree that Voterheads shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Voterheads has been advised of the possibility of such damages), resulting from:
 - a. the use or the inability to use the service;
 - b. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - c. unauthorized access to or alteration of your transmissions or data;
 - d. statements or conduct of any third party on the service;
 - e. or any other matter relating to the service.
12. The failure of Voterheads to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Voterheads and govern your use of the Service, superceding any prior agreements between you and Voterheads (including, but not limited to, any prior versions of the Terms of Service).

Questions about the Terms of Service should be sent to info@voterheads.com. Voterheads.com is owned and operated by Magnolia Media, Inc., a South Carolina corporation.