



TERMS OF SERVICES

Welcome to OurGov,

Advanced Civic Systems LLC (hereinafter also referred to as **“Company”**, **“OurGov”**, **“we”**, **“our”** or **“us”**) provides a platform designed to bridge the gap between local municipalities and their constituents and operates the OurGov mobile application (**“App”**), www.ourgov.ai (**“Website”**) and other OurGov services (collectively **“Services”**). These Terms of Services (**“Terms”**) govern the use of the Services provided by OurGov.

By accessing and/or otherwise using the Services in any manner, you, therefore, agree that you have read and accepted these Terms. We reserve the right to modify these Terms, without notice, at any time. You understand that your continued use of the Services after these Terms have been modified constitutes your acceptance of these Terms as amended. Regularly checking and reviewing this page ensures that you are updated on the Terms of Services governing your use of the Services.

If we believe that the modifications are material, we will notify you of the changes by posting a notice on our platform, and/or emailing you at the email address provided to us by you, and as we may deem appropriate. What constitutes a material change will be determined by us, at our sole and absolute discretion.

AGREEMENT TO TERMS

By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms.



ELIGIBILITY CONDITIONS

In order to use the platform, you need to be Eighteen (18) years of age or older. The platform may only be used or accessed by such Persons who can enter into and perform legally binding contracts under the applicable federal and state laws. OurGov shall not be liable in case of any false information is provided by the user including the user's age and the user and/or his natural or appointed guardian alone shall be liable for the consequences as per the applicable federal and state laws.

OurGov disclaims all liability arising out of such unauthorized use of the platform and any third-party liability arising out of your use of the platform if you are a minor.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this platform is not accurate, complete, or current. The material on this platform is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this platform is at your own risk.

We reserve the right to modify the contents of this platform at any time, but we have no obligation to update any information on our platform. You agree that it is your responsibility to monitor changes to our platform.

MODIFICATIONS TO THE SERVICE

Services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, change, suspension, or discontinuance of the Service.



PRIVACY AND USAGE OF COOKIES

OurGov will not intentionally disclose any personally identifying information about you to third parties, except where OurGov, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the platform, you signify your acceptance of OurGov's Privacy Policy.

Members signing up for the platform are opting in to receive newsletters and other special offers through emails/notifications from the platform. If you do not wish to receive these emails, you may opt-out anytime.

Please refer to our [Privacy Policy](#) and [Cookie Policy](#)

CONTENT

OurGov is the sole proprietor and owner of all content provided on the OurGov platform. This content encompasses a wide range of materials, such as but not limited to designs, text, graphics, pictures, and information. All such content is protected by applicable copyright laws in accordance with the "Intellectual Property Rights" clause of this agreement.

The municipal seals, logos, symbols or designs, originating from various municipalities, are not proprietary to OurGov. Consequently, they are not eligible for protection under trademark or copyright law. Public domain symbols are, by their nature, available for unrestricted use by the general public, without the requirement of obtaining explicit permissions.

INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.



All material and content on the platform, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by the domestic as well as international intellectual property law, including copyright, authors' rights, database rights laws, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us.

The compilation of all content on the platform is our exclusive property and is protected by domestic as well as international copyright and database rights laws.

You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other platform or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

PLATFORM SECURITY

You agree to use this platform only in accordance with these Terms. In the event that your unauthorized use of this platform results in loss or damage to any person who then brings a claim against us, you agree to indemnify us for all losses and/or damages arising from such claim.

As a user of this platform, you undertake:

1. Not use our platform in any way that causes or may cause damage to the platform or impairment of the availability or accessibility of the platform; or in any way that is unlawful, illegal, fraudulent, harmful, or in connection with any unlawful, illegal, fraudulent, or harmful activity or purpose;
2. Not use our platform to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;



3. Not conduct any systematic or automated data collection activities, including without limitation scraping, data mining, data extraction, and data harvesting on or in relation to our platform without our express written consent;
4. Not to knowingly or recklessly contravene, in the course of using this platform, the provisions of any legal or regulatory requirements of any competent authority having jurisdiction over you or over any activity you undertake;
5. Not to use this platform to make unauthorized attempts to access or interfere with any of our systems or third party networks;
6. Not to use this platform to conduct any business or activity or solicit the performance of any activity that is prohibited by law;
7. Not to use this platform for the transmission or posting of any material which is defamatory, offensive or of an abusive or obscene or menacing nature or which infringes third-party rights, or for the purpose of causing annoyance, inconvenience or needless anxiety to any third party, or send any message which you know to be false or make use of this platform for such purpose(s);
8. To inform us immediately of any claim or action against you for any use of this platform and, on request from us, to immediately cease the act complained of.

OurGov is entitled to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

INDEMNIFICATION

You understand and agree that you are personally responsible for your behavior on the platform. You agree to indemnify, defend and hold the Company harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of



your use, misuse, or inability to use the platform or the Content, or any violation by you of these Terms.

NO WARRANTY

You acknowledge and agree that the Services are provided on an **“as is”** and **“as available”** basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

We do not represent or warrant that: (a) the use of the Services will be secure, timely, uninterrupted or error-free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) the Services will meet your requirements or expectations; (c) errors or defects in the Services will be corrected; or (d) the Services and our server(s) are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use).

No advice or information, whether oral or written, obtained by you from us or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that we have no obligation to support or maintain the Services.

We disclaim any and all liability or responsibility in relation to the platform Content made available through the Services, including but not limited to the Content uploaded by users or the third-party content and services. We are not responsible or liable in any manner for the third-party content and services associated with or utilized in connection with the Services, including the failure of such third-party content and services.



GOVERNING LAW AND JURISDICTION

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in all respects in accordance with the Laws of California, United States of America and the courts of California, USA shall have exclusive jurisdiction over any dispute arising under this Agreement.

NOTICES

Legal notices must be served on the email address provided in the 'Contact Us' clause. Notice will be deemed given 48 hours after the email is sent unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

REMOVAL OF DOUBTS

Notwithstanding anything stated in this Regulation for any unforeseen issues arising, and not covered by this regulation, or in the event of differences of interpretation, the CEO of the Company may take a decision as he/she may deem fit. The decision of the CEO shall be final.

MISCELLANEOUS

Severability - The provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this, agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision."



Entire Agreement - The failure of us to exercise or enforce any right or provision of these Terms of Services shall not constitute a waiver of such right or provision. These Terms of Services and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us. Any ambiguities in the interpretation of these Terms of Services shall not be construed against the drafting party.

Waiver - If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

Amendments - Notwithstanding anything contained hereinbefore, OurGov may amend and implement the Terms, whenever required, in the interest of maintaining the standard and improving user experience without any prior notice and you shall be governed by such Terms so implemented from time to time. Please review the Terms from time to time on a regular basis since your ongoing use is subject to the Terms as amended.

Force Majeure - No one shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, power shortage, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.

CONTACT US

After reviewing this policy, if you have any additional questions, concerning these Terms of Services, please contact us by sending an email to support@ourgov.ai by adding the word "Terms" in the subject line.

Effective Date: November 09, 2023

Last Updated: November 09, 2023

