

Citizenserve Portal Terms of Use

Last Updated: May 6, 2022

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the www.citizenserve.com/portal website and the Citizenserve mobile application (together, or individually, the “Service” operated by Online Solutions, LLC (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users who access www.citizenserve.com/portal.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you do not have permission to access the Service. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not proceed and may not use the service.

As part of the Service, Online Solutions, LLC will provide you with use of the Service, including a browser interface; plug-in into some 3rd party products; web services access; and data encryption, transmission, access, and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by these Terms, including any materials available on the www.citizenserve.com/portal website incorporated by reference herein, including but not limited to Online Solutions, LLC privacy policy. For reference, a Definitions section is included at the end of these Terms.

Privacy & Security; Disclosure

Online Solutions, LLC privacy policy may be viewed at our [Privacy Policy page](#). Online Solutions, LLC reserves the right to modify its privacy policy in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Online Solutions, LLC occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service.

Subscription Grant & Restrictions

Online Solutions, LLC hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this agreement. All rights not expressly granted to you, are reserved by Online Solutions, LLC.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a

product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User subscriptions cannot be shared or used by more than one individual user without prior approval, but may be reassigned from time to time to new users who are replacing former users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Your Responsibilities

You are responsible for all activity occurring under your user accounts and shall abide by all applicable local, county, state, national, and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data. You shall: (i) notify Online Solutions, LLC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Online Solutions, LLC immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your users; and (iii) not impersonate another Citizenserve SaaS user or provide false identity information to gain access to or use the Service.

Account Information and Data

Online Solutions, LLC will make best endeavors to back up Customer Data every 24 hours. In the unlikely case where Customer Data is lost because of software or hardware malfunction, Online Solutions, LLC will endeavor to restore to the most recent successful backup.

Online Solutions, LLC does not own any data, information, or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Online Solutions, LLC, shall have sole responsibility for the input accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Online Solutions, LLC shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data.

Online Solutions, LLC reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, without limitation. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Online Solutions, LLC shall have no obligation to maintain or forward any Customer Data. During your use of the Service, Online

Solutions, LLC will archive certain information as well as keep some usage and statistical information.

Intellectual Property Ownership

Online Solutions, LLC shall own all right, title, and interest, including all related Intellectual Property Rights, in and to the Citizenserve Technology, the Content (excluding Content provided by users), and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Citizenserve Technology, or the Intellectual Property Rights. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without prior written consent of Online Solutions, LLC.

Links to Other Websites and Third Party Interactions

Our Service may contain links to third party websites or services that are not owned or controlled by Online Solutions, LLC.

Online Solutions, LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Online Solutions, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

Your Content in our Services

Some of our Services allow you to upload, submit, store, send, or receive certain information, text, graphics, or other materials (“Content”). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and worldwide license as provided in the Terms, and (ii) that the posting of your Content on or through the Service does not violate any privacy rights, publicity rights, copyrights, contact rights, or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post, or display on or through the Service, and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, create derivative works (such as those resulting from translations, adaptations, or other changes we make so that your content works better with our Services), and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Online Solutions, LLC has the right but not the obligation to monitor and edit all Content provided by users.

Accounts

When you create an account with us, you guarantee that you are above the age of 18 and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity that is not lawfully available for use, or a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene.

Intellectual Property

Online Solutions, LLC shall own all right, title, and interest, including all related Intellectual Property Rights, in and to the Citizenserve Technology, the Content (excluding Content provided by users), the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Citizenserve Technology, or the Intellectual Property Rights. The Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without prior written consent of Online Solutions, LLC.

Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Online Solutions, LLC presents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service.

Indemnification

You shall indemnify and hold Online Solutions, LLC, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Online Solutions, LLC (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Online Solutions, LLC of all liability and such settlement does not affect Online Solutions, LLC's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Limitation of Liability

In no event shall Online Solutions, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Online Solutions, LLC, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure, or available at any particular time or location; b)

any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Internet Delays

Except for what is stated above, Online Solution, LLC's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Online Solutions, LLC is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Arizona, United States, without regard to its conflict of law provisions. These terms shall be governed by the laws of the United States, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with these Terms or the Service shall be subject to the exclusive jurisdiction of the courts located in the United States.

Our failure to enforce any right or provision in these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.