

TERMS AND CONDITIONS

The Iowa Taxpayers Association (ITA) welcomes you to our web site, www.iowataxpayers.org (the Site). Please review these Terms and Conditions, which are intended to constitute a binding license agreement that conditions your use of the Site ("Agreement"). We have tried to avoid unnecessary legal verbiage and hope that you understand that we are simply trying to protect our rights in order to provide you with access to the free content available at the Site. You agree that your use of the Site will be in accordance with these Terms and Conditions. Accessing the Site in any manner for any purpose, including viewing or obtaining information, technical or otherwise, constitutes your agreement to follow and be bound to the Terms and Conditions.

Certain areas of the Site are for members only. By accessing these areas, you acknowledge that the information contained in any directory or other member-only area which may be provided on the Site is provided for look-up purposes only and is not intended to be used for marketing or telemarketing applications. This information should not be copied or redistributed and is provided on an "as is" basis without any warranties of any kind. In no event will ITA or its members, officers, or employees be liable in any way with regard to such information.

If you do not agree with any portion of these Terms and Conditions, you are not authorized to access or use the Site for any purpose.

1. Responsible conduct. You agree to act responsibly at the Site and treat other visitors with respect.
2. Limited License. The Site contains material that is protected by copyright, trademark and/or other intellectual property laws. You are hereby granted a non-exclusive license to view the material ("Content") posted on the Site, but only while accessing the Site. You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site, any other site, or any content by ITA or the Site. You are also granted a limited license to print copies of any Content posted at the Site, but only for your personal use. Except as expressly provided above, all rights are reserved.

Except to the extent required for the limited purpose of reviewing material on the Site, electronic reproduction, adaptation, distribution, performance or display is prohibited. Commercial use of any of the Content is strictly prohibited. Among other things, you may not, without prior written permission of ITA, frame any of the content of the Site, or incorporate into another website or other publication or service any of the Content or intellectual property of ITA or any of its licensors. Use of any of our trademarks as metatags on other websites also is strictly prohibited.

3. Material Which You Post or Store.

a. Prohibited Material. You agree not to post or store on the Site any software, information, data, databases, music, audio, video or audio-visual files, photographs, images, documents, text, digital files or other material ("Material") which violates or infringes anyone's intellectual property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or (to the extent protectable) confidential ideas) or which violates U.S. law or which is obscene, obscene as to minors, child pornography, defamatory, racist, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

b. License, Representation and Warranty. By posting Material to the Site, you hereby grant ITA an irrevocable, perpetual, non-exclusive, royalty free worldwide license to reproduce, adapt, distribute, perform (either publicly or by digital audio transmission) or publicly display all or any portion of the Material on the Site. You further represent and warrant that you own all rights to such Material.

c. Removal Right. You expressly agree that ITA may remove, disable or restrict access to or the availability of any Material from the Site (including, but not limited to, Material which you have posted or stored) which we believe, in good faith and in our sole discretion, to violate the terms of this Agreement (whether or not we are in fact correct in our assessment) or which is the subject of a Notification duly sent to ITA pursuant to the Digital Millennium Copyright Act. If you believe that ITA has acted mistakenly with respect to certain Material, you may contact ITA at staff@iowataxpayers.org, in which case we may investigate the matter further. ITA reserves the right, however, to take no further action. Posting or storing Material at the Site is a privilege, not a right. Under no circumstances may ITA be held liable for removing, disabling or restricting access to or the availability of Material.

4. Good Samaritan Third-Party Content Policy & Complaint Procedures.

a. Policy. It is our policy not to tolerate any acts of intellectual property infringement or violations of U.S. law. ITA will do its best, in good faith, to remove, disable or restrict access to or the availability of Material that, in our subjective view, is infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable. The provisions of this Section 4 are intended to implement this policy but are not intended to impose a contractual obligation on ITA to undertake, or refrain from undertaking, any particular course of conduct.

b. Complaint Procedures. If you believe that someone has posted Material which violates this policy (other than in cases of copyright infringement, which is addressed in Section 5), we ask you to promptly notify us by email at the following address: staff@iowataxpayers.org. You *must* use this address if you want to ensure that your complaint is actually received by the appropriate person charged with investigating alleged policy violations.

In order to allow ITA to respond effectively, please provide ITA with as much detail as possible, including: (1) the nature of the right infringed or violated (including the registration numbers of any registered trademarks or patents allegedly infringed); (2) all facts which lead you to believe that a right has been violated or infringed; (3) the precise location where the offending Material is located; (4) any grounds to believe that the person who posted the Material was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identify of the person or persons who posted the infringing or offending Material.

c. Indemnification/Waiver of Certain Rights. By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws of the State of Iowa. In addition, you agree, at your own expense, to defend and indemnify ITA and hold ITA harmless against all claims which may be asserted against ITA, and all losses incurred, as a result of your complaint and/or ITA's response to it.

d. Waiver of Claims and Remedies. ITA expects visitors to take responsibility for their own actions and cannot assume liability for any acts of third-parties which take place at the Site. By taking advantage of the Good Samaritan procedures set forth in this Section 4, you waive any and all claims or remedies which you might otherwise be able to assert against us under any theory of law (including, but not limited to, intellectual property laws) that arise out of or relate in any way to the Material at the Site or our response, or failure to respond, to a complaint.

e. Investigation/Liability Limitation. You agree that ITA has the right (but not the obligation) to investigate any complaint received. By reserving this right, ITA does not undertake any responsibility in fact to investigate complaints or to remove, disable or restrict access to or the availability of Material. ITA supports free speech on the Internet and therefore will not act on complaints that it believes, in our subjective judgment, to be deficient. If you believe that Material remains on the Site that violates your rights, your sole remedy shall be against the person(s) responsible for posting or storing it, not against ITA.

5. Digital Millennium Copyright Act Compliance. As set forth on our homepage, you may contact our agent if you believe that a work protected by a U.S. copyright which you own has been posted or stored on the Site without authorization. It is ITA's policy to terminate, in appropriate circumstances, the access rights for repeat infringers.

6. Privacy. ITA may collect information about you that you provide to and from cookie files. ITA will use this information solely for internal analysis or to contact you about offers or promotions that ITA sponsors. ITA will not knowingly provide any of this information (except in the form of aggregate statistics that do not link you or your identity to any specific information and do not identify you as a visitor to the Site) to third-parties unless we obtain your permission or are compelled to do so by court order. You agree to respect the privacy rights of other visitors by not publishing or harvesting email addresses obtained at the Site.

7. Links. ITA may provide links to other websites from the Site as convenience to visitors. ITA has no control over the content posted at these sites and makes no representations about any content or material available at these locations. Links are not intended to imply sponsorship, affiliation or endorsement. If you believe that ITA has provided a link to a site that contains infringing or illegal content or which makes available circumvention devices, ITA asks that you notify us so that we may evaluate whether (in our sole discretion) to disable it.

8. Unsolicited Email, Spamming & Spoofing. You may not use the Site to transmit unsolicited email. You may not send unsolicited email to the Site or to anyone whose email address includes the domain name used on the Site. You may not use our domain name as a pseudonymous return email address for any communications which you transmit from another location or through another service. You may not pretend to be someone else-or spoof their identity-when using the Site.

9. Violations/Indemnification. Your access privileges are conditioned on your adherence to the terms of this Agreement. If you violate any of the terms of this Agreement, you agree that ITA may deny you access to the Site. You further agree, at your own expense, to defend and indemnify us and hold us harmless against all claims which may be asserted against us, and all losses incurred, as a result of any violations of this Agreement. If asked to do so, you agree that you will not attempt to access the Site.

10. DISCLAIMER OF WARRANTIES. IN ORDER TO PROVIDE YOU WITH THIS FREE SERVICE, ITA IS UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES WHICH YOU MAY OBTAIN AT THIS SITE. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SITE IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL AT THE SITE, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, ITA MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE SITE WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE.

TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE TO YOU, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED AS MERELY NONBINDING EXPRESSIONS OF POLICY RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS

SECTION 10 AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.

11. LIMITATION OF LIABILITY. IN ORDER TO PROVIDE YOU WITH THIS FREE SERVICE, WE ARE UNABLE TO ACCEPT LIABILITY FOR ANY CONDUCT, ACTS OR OMISSIONS OCCURRING AT THE SITE OR ANY LOSSES YOU MAY INCUR. IN NO EVENT WILL ITA BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, EVEN IF YOU CLAIM TO HAVE NOTIFIED US ABOUT SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD-PARTIES.

12. Complete Agreement/No Representations. The Agreement constitutes the entire agreement between you and ITA relating to your access to and use of the Site and supersedes any prior or contemporaneous representations or agreements. Any rights not otherwise expressly granted by this Agreement are reserved by ITA. This Agreement may not be modified, either expressly or by implication, except as set forth below in Section 13.

13. Modifications/Termination.

a. In General. Our employees are not authorized to vary the terms of this Agreement. This Agreement may be modified only (1) by obtaining our written consent in a notarized agreement signed by ITA's President; or (2) as set forth below in subpart (b).

b. Periodic Revisions. You agree that ITA may modify the terms of this Agreement in our sole discretion, without advance notice, and that your right to access the Site is conditioned on an ongoing basis with your compliance with the then-current version of these Terms and Conditions. You will be deemed to have agreed to the new Terms and Conditions if you continue to access the Site. We assume no responsibility for your failure to actually receive notice. It will be your responsibility to review this page for possible modifications.

14. Dispute Resolution/Jurisdiction. All disputes arising out of or relating to this Agreement or our operation of the Site shall be resolved by binding arbitration in the city of Des Moines, Iowa, pursuant to the rules of the American Arbitration Association. All such disputes shall be governed by and construed in accordance with the laws of the United States and of the State of Iowa as applied to transactions entered into and to be performed wholly within Iowa between Iowa residents. However, you agree that ITA shall be entitled to obtain preliminary injunctive relief to enforce any of the terms of this Agreement against you pending a final determination in arbitration.

15. Construction. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be

construed as narrowly as possible in order to give effect to as much of the Agreement as possible.