

Flowers for Congress

The political campaign to elect Brian Flowers to Congress in Mississippi's Second District

TERMS OF USE OF THIS WEBSITE

YOUR USE OF THIS WEBSITE IS YOUR WARRANTY THAT YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT YOUR SOLE OPTION IS TO LEAVE THIS WEBSITE IMMEDIATELY.

1. DEFINITIONS:

(a) Flowers for Congress (hereinafter referred to as FFC) means the sole proprietorship of Brian Flowers of P.O. Box 1085, Vicksburg, MS 390181 and 1440 Lancelot Lane, Clinton, MS 39056.

(b) Our Website means any software application that FFC uses to allow Users remote access to servers that host the object code of Our Website its offerings of goods, services, and functionality.

(c) Users means anyone or anything accessing the object code by permission from FFC, advertising on, browsing, viewing, shopping, and using Our Website.

(d) Documentation means print and/or electronic media, certain technical and user documentation describing the use and operation of Our Website and its offerings.

(e) Registration and Order Form means the document(s) (either in electronic or paper format) or information entry page(s) prescribed by FFC from time to time to make it convenient for Users to use Our Website.

2. GRANT OF LICENSE. Subject to the terms of this Agreement, including without limitation User's timely payment of all fees and costs due hereunder, FFC grants to User a revocable, limited, non-exclusive, non-transferable license to view, interact, browse, use, shop, and purchase offerings published on Our Website.

FFC reserves all rights not expressly granted to User herein, and no other rights and licenses are granted or will be deemed to be granted hereunder. User may use Our Website subject to the terms herein and the restrictions described below until this Agreement terminates as set forth in Section 9 below.

3. OWNERSHIP. FFC exclusively retains all intellectual property rights (including patents, trademarks and copyrights), proprietary rights (including trade secrets) and moral rights (including, rights of attribution and authorship) throughout the world in and to Our Website, and all of their derivative works and improvements. No right, title or interest is granted or otherwise transferred to User. Our Website incorporates valuable trade secrets belonging to FFC and are protected by copyright law and other laws. Unauthorized use, reproduction, modification, distribution or display of any portion of Our Website is expressly prohibited. User is responsible for any copyright infringement that is caused or encouraged by Users failure to abide by the terms of this Agreement.

4. LICENSE CONDITIONS AND RESTRICTIONS. As a condition of the rights granted by FFC to User under this Agreement, User is prohibited from: (a) reverse engineering, decompiling or otherwise attempting to create human readable materials from the object code of Our Website; (b) allowing use of the Our Website for any

purpose not expressly permitted in this Agreement; (c) using or exploiting the Our Website to provide application hosting, business process outsourcing, service bureau, ASP or any other similar or related services to any individual or entity; (d) removing proprietary rights notices, asset tags, brand labels or marks placed on Our Website; (d) attempting to circumvent or compromise the security features of Our Website or introducing any viruses, worms or other disabling code into it; or (e) exporting Our Website in violation of any U.S. export law or regulation. If User is required by law to provide any governmental or regulatory body with use or access to Our Website, then such use and access shall be subject to this Section 4 and the confidentiality obligations of User, and all items so provided or accessed shall bear the "Restricted Rights" legend in addition to all other notices. User shall be responsible for all his/her acts and omissions. User is solely responsible for obtaining the proper hardware and software necessary to operate Our Website as further described in the Documentation. FFC shall, in its sole discretion, be free to modify, change, or enhance Our Website, including, but not limited to, changing the computer system requirements needed to use it without any obligation to the User. FFC shall be permitted to provide regular notices to User that pertain to FFC 's service or to regulatory matters that impact the offerings of goods and services found on Our Website.

5. FEES, TAXES, CHARGES, PAYMENTS, AND OTHER VALUABLE CONSIDERATION. All fees, costs, and other valuable consideration are subject to change without notice. If, at any time, FFC adds new offerings to Our Website and User proceeds to use or purchase such offerings, User will be bound by the terms and conditions associated with such offering as set forth on Our Website. This includes, but is not limited to, new services, goods, and functionality which may require prepayment, terms of payment, and prior payment with date restrictions. FFC reserves the right to secure a guarantee at any time by requiring User to provide credit card or debit card information or contractual obligations to be utilized by FFC as payment for use of Our Website. User's failure to provide this information or to otherwise make satisfactory arrangement with FFC shall result in a suspension or withholding of offerings and Users right to use Our Website.

User shall pay to FFC all applicable costs, fees and other valuable consideration in accordance with any terms and schedules set forth on Our Website or in other documentation provided by FFC from time to time. If no terms are specified, fees and other charges shall be due and payable by the User within thirty (30) days of the date of FFC 's invoice. In addition to the costs, fees, and other valuable consideration, User shall pay all taxes, however and by whatever authority levied as a result of this Agreement (except for taxes on the income of FFC but including any interest and penalties. Amounts not paid when due shall bear interest at a rate of one and one-half percent (1.5%) per month (18% per annum) or the maximum rate permitted by law, whichever is lowest. User's failure to pay any amount within ten (10) days of the due date may result in the suspension of services and functionality or withholding of goods related to User's failure to pay and FFC 's obligation to provide such services shall cease. FFC shall also have the right to utilize the credit card or debit card information on file for Customer to bring Customer's account current or in case no current credit card or debit card information is available, FFC, at its option, after reasonable notice to Customer, may retain an attorney to collect fees that are past due together with interest on the unpaid amount and Customer shall pay for all costs of such collection, including court costs and reasonable attorney fees and expenses. To the extent that FFC is required to collect taxes on behalf of a taxing authority, such taxes shall be in addition to the prices of any goods and services offered.

6. RIGHT OF REFUSAL. FFC retains the right to refuse to provide goods, services, and functionality to Users who have who have failed to pay fees, taxes, charges, payments, and other valuable consideration in a timely manner within 30 days of the due date or who have violated the terms of this Agreement. No failure or delay by FFC in exercising this Right of Refusal shall operate as a waiver.

7. SUBMISSION OF INFORMATION AND CUSTOMER INDEMNIFICATION. FFC has no responsibility or liability for the content, accuracy, or completeness of any such information submitted by User or any advertiser, editor, vendor, licensee, customer, or provider of goods, services, and functionality to User.

User is solely responsible and liable for any and all information User submits to or through Our Website. This sole liability shall extend to all transactions. Without limiting the foregoing, User assures that all information submitted or provided to FFC is: (i) accurate, complete, and correct; (ii) does not violate any applicable federal, state, local or international statute, law or regulation to which any transaction shall be applicable; (iii) does not infringe upon or violate the proprietary or intellectual property rights including trade name, trademark, copyrights, or patent interests of any third party; and (iv) does not contain obscene, unlawful, harassing, defamatory, discriminatory, or libelous content. User further represents and warrants that it possesses all rights, title and interest including applicable intellectual property rights to submit such information to or through Our Website and to act as agent on behalf of any person(s) on whose behalf User is submitting information to FFC.

FFC shall have no liability for, and User, at its own expense, shall defend, indemnify, and hold harmless, FFC, its agents, affiliates, successors, and assigns with respect to any claims, actions, damages, liabilities, costs and expenses, including reasonable legal and accounting fees, brought or asserted against c, its agents, affiliates, successors, and assigns by any party derived in whole or in part from any claims or liabilities: (i) arising in any manner under federal, state, or local statutes, laws, or regulations; (ii) attributable to the content, structure, format or quality of any data or information delivered to FFC by User or its clients, its associate leads, or any other party; (iii) arising from any act or omission of User, its agents, contractors, licensees, servants, or employees; or (iv) resulting from information submitted or provided to FFC that does not conform to the requirements of the first paragraph of this Section 7.

8. CONFIDENTIALITY. Confidential Information will mean all of the information, data and software furnished by one party to the other in connection with this Agreement. FFC shall not retain credit, checking, or debit card data pertaining to User. Notwithstanding the foregoing, and excepting any proprietary financial information, Confidential Information will not include information which: (i) is publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (ii) is or becomes generally known in the trade through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third person to this Agreement who has lawfully acquired the Confidential Information; or (iv) was independently developed by the receiving party; provided, however, that the receiving party hereby stipulates and agrees that, if it seeks to disclose, display, divulge, reveal, report, publish or transfer, for any purpose whatsoever, any Confidential Information, such receiving party will bear the burden of proving that any such information was independently developed or is or became publicly available without any such breach. Without limiting the generality of the foregoing, the parties stipulate and agree that Confidential Information will specifically include: (i) Our Website; (ii) all passwords provided or accepted by FFC to allow User access to offerings of goods, services, and functionality; and (iii) any data provided by User to FFC or input into Our Website by User in connection with User's use of Our Website hereunder (collectively, User Data). A party's failure to mark any Confidential Information as confidential, protected or proprietary will not affect its status as Confidential Information under this Agreement. In addition, User agrees to comply with all applicable federal, state, and local laws, rules, regulations and orders, including without limitation, the Gramm-Leach-Bliley Act of 1999 and the regulations issued pursuant thereto ("GLBA"), relating to the use, reuse, non-disclosure and protection of consumer non-public personal information (NPI). Without limiting the generality of the foregoing, User agrees to provide appropriate disclosures to individual consumers to the extent required by the GLBA. To the extent it receives NPI from User, FFC agrees to implement and maintain reasonably appropriate safeguards and security measures designed to meet the applicable requirements of the Gramm Leach Bliley Act of 1999 relating to the use, reuse, non-disclosure and protection of such NPI.

Each party acknowledges that, in performing its obligations and exercising its rights hereunder, a party may acquire the Confidential Information of the other party. As a material inducement to the other party to disclose such Confidential Information, each party covenants and agrees that it will not, except with the prior written consent of the other party, at any time directly by itself or indirectly through any agent or employee: (i) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever,

any Confidential Information of the other party or (ii) use Confidential Information of the other party for any purpose other than in connection with the performance of its obligations or the exercise of its rights hereunder. Each party further covenants and agrees to handle the Confidential Information of the other party in the same manner that the party handles its own most confidential information and, in any event, to take all steps reasonably necessary to preserve the confidentiality of Confidential Information, including without limitation adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Confidential Information in a manner designed to assure that it will not be used or disclosed improperly.

Notwithstanding any other provision herein, FFC shall have the right to access, compile, aggregate and use User Data for statistical analysis, benchmarking and research purposes, provided, that the User Data is compiled and presented in aggregate form only, without identifying or being capable of identifying the source of the User Data; (ii) any employee, enrollee, subscriber, beneficiary, or other individual; or (iii) an employer, trade group, insured, insurer or any other entity. To the extent that any User Data is compiled or aggregated by FFC in accordance with the terms herein (collectively, the Aggregate Data), such Aggregate Data will be owned solely by FFC and may be used by FFC for any lawful business purpose without a duty of accounting to User. Further, FFC may de-identify any and all personally identifiable User Data, and such de-identified User Data shall not be subject to the provisions of this Section 7.

A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Confidential Information of the other party and, at the other party's request, will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents. If a receiving party is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, the receiving party shall (to the extent legally permissible) inform the disclosing party by written notice and shall provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. The receiving party may then disclose only so much of the Confidential Information as is legally required to be disclosed.

9. **TERMINATION.** FFC or User may terminate this Agreement at any time with a thirty (30) day notice (which may be E-mail) thereby ending any obligation by FFC to provide goods, services, and functionality and thereby ending any obligation by User to pay fees, taxes, charges, payments, and provide other valuable consideration. Notwithstanding the foregoing, FFC shall have the right, in addition to any other rights and remedies available, to terminate this Agreement and any obligation by FFC to provide goods, services, and functionality effective immediately upon written notice to User violates the terms of this Agreement.

If the Agreement and any obligation by FFC to provide goods, services, and functionality is terminated by the User, any costs and fees which have been paid in advance will be retained by FFC without any refund or proration. If the Agreement and any obligation by FFC to provide goods, services, and functionality is terminated by FFC without fault of User, any unused portion of fees paid in advance will be reimbursed to the User. User agrees that in the event this Agreement and the obligation by FFC to provide goods, services, and functionality is terminated, in whole or in part, User shall cease using such goods, services and functionality until such time, if any, that FFC desires at its sole discretion to resume this Agreement and any obligation to provide goods, services, and functionality.

10. **SEVERABILITY AND GOVERNING LAW.** Should any section or any part of a section within this Agreement be rendered void, invalid or unenforceable by any court or law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other section or part of a section to this Agreement. This Agreement will be governed by the law of the State of Mississippi without regard to its principles of conflicts of laws. The FFC and User stipulate and agree that any litigation arising from or relating

to this Agreement will be filed and prosecuted before a court of competent subject matter jurisdiction in Madison County, Mississippi. FFC and User consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

11. DISCLAIMER OF WARRANTY AND LIMITATION ON DAMAGES. OUR WEBSITE ALONG WITH ANY GOODS, SERVICES, FUNCTIONALITY ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. FFC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FFC, ITS AGENTS OR EMPLOYEES IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY. FURTHER, FFC DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF ANY HOSTED SOLUTION OR WITH RESPECT TO THE CORRECTNESS, ACCURACY, AVAILABILITY, RELIABILITY OF SUCH HOSTED SOLUTION OR OTHERWISE.

FFC 's entire liability and User's exclusive remedy under this Agreement shall be, at FFC 's option, either (a) within thirty (30) days of receipt of User's payment to refund an amount equal to amount paid (excluding any state fees); (b) replacement the goods, services, and functionality with a new offering; or (c) immediate termination of this Agreement and any obligation to provide goods, services, and functionality. If the failure of Our Website and offerings has resulted from accident, abuse, or misapplication, FFC shall have no responsibility to replace or refund anything to User.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER FFC NOR ITS EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS WHO HAVE BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF OUR WEBSITE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE OUR WEBSITE EVEN IF FFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER FFC NOR ITS EMPLOYEES SHALL BE LIABLE FOR DEFECTS IN OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE PURCHASE OR USE OF GOODS, SERVICES, AND FUNCTIONALITY OFFERED BY USERS ADVERTISING ON OUR WEBSITE EVEN IF FFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **FORCE MAJEURE.** FFC shall not be liable to User or deemed in breach of this Agreement for its failure or delay in performing any of its obligations under this Agreement during any period in which such performance is rendered impracticable or impossible due to circumstances beyond FFC's reasonable control, including, but not limited to, acts of God, fire, explosion, flood, drought, riot, sabotage, terrorism, war, invasion, embargo, strikes or other labor trouble, failure in whole or in part of suppliers to deliver materials, equipment or machinery, interruption of or delay in transportation or telecommunications or compliance with any order or regulation of any government entity acting with color of right.

13. **MISCELLANEOUS.** This Agreement may be modified by FFC from time to time, and any changes will be posted to Our Website.