

# Terms of Service and Use

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SITE.

These Terms of Service and Use (“Terms”) apply to your access to and use of the websites, mobile sites and other online offerings (collectively, the “Website”) provided by Barker for Iowa House (the “Organization,” “we,” or “us”) that link to these Terms. By accessing or by using our Website, you agree to these Terms, and any terms incorporated by reference. If you do not agree to these Terms, do not use our Website.

We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Website or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Website after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Website.

If you have any questions about these Terms or our Website, please contact us at [info@barkerforiowa.com](mailto:info@barkerforiowa.com).

## ADDITIONAL TERMS

1. **Privacy** For information about how we collect, use, share and otherwise process information about you, please see above.
2. **Consent to Use of Data and Mobile Communication; SMS Program Terms** You consent to our communicating with you about the Website, the Organization and/or its activities by SMS, text message, email or other electronic means. Your carrier’s normal, messaging, data and other rates and fees will apply to these communications. If you subscribe to any text programs that the Organization makes available, the following terms apply: By subscribing to The Organization’s updates or alerts, you consent to receive periodic updates or alerts by automatic text message. Text STOP to stop. For Help, text HELP or contact us at [info@barkerforiowa.com](mailto:info@barkerforiowa.com). Message and data rates may apply. See the terms above. Neither the Organization nor the participating carriers guarantee that messages will be delivered. The Organization may discontinue the program at any time without notice.
3. **Prohibited Conduct and Content** You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort in connection with any User Content you post to the Website, and you are solely responsible for your conduct while using our Website. You will not:
  - Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
  - Use or attempt to use another user’s account without authorization from that user and the Organization;

- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell or commercially use our Website;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Website, except as expressly permitted by us or our licensors;
- Modify our Website, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Website;
- Use our Website other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Website or that could damage, disable, overburden or impair the functioning of our Website in any manner;
- Reverse engineer any aspect of our Website or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Website;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Website;
- Develop or use any applications that interact with our Website without our prior written consent;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Bypass or ignore instructions contained in our robots.txt file or similar files; or
- Use our Website for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms. You may not post or otherwise share only User Content that is nonconfidential and that you have all necessary rights to disclose. You may not create, post, store or share any User Content that:
  - Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
  - Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
  - May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
  - Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
  - Impersonates, or misrepresents your affiliation with, any person or entity;
  - Contains any unsolicited promotions, advertising or solicitations;
  - Contains any private or personal information of a third party without such third party's consent;
  - Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- In our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Website, or may expose the Organization or others to any harm or liability of any type. Enforcement of this Section 4 is solely at the Organization's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 4 does not create any private right of action on the part of any third party or any reasonable expectation that the Website is free of content that is prohibited by such rules.

4. **Ownership; Limited License** The Website, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by the Organization or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Website are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Website for your own personal, noncommercial use. Any use of the Website other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.
5. **Trademarks** Barker for Iowa House and our logos, our product or service names, our slogans and the look and feel of the Website are trademarks of the Organization and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and The Organization's names or logos mentioned on the Website are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.
6. **Feedback** You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about the Organization or our Website (collectively, "Feedback"). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in the Organization's sole discretion. You understand that the Organization may treat Feedback as nonconfidential.
7. **Repeat Infringer Policy; Copyright Complaints** In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the access or accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that anything on our Website infringes any copyright that you own or control, you may notify the Organization's designated agent <https://www.barkerforiowa.com/contact>

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Website is infringing, you may be liable to the Organization for certain costs and damages.

8. **Third-Party Content, Products, and Websites.** We may provide information about third-party organizations, events, products, services, or activities, or we may allow third parties to make their content and information available on or through the Website (collectively, "Third-Party Content"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. The Organization does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

9. **Indemnification** To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Organization and its independent contractors, service providers, and consultants, successor organizations, and partner organizations, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the “Indemnified Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) arising out of or related to (a) your User Content or Feedback; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your misconduct in connection with the Website. You agree to promptly notify Indemnified Parties of any third-party Claims, cooperate with Indemnified Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims including, but not limited to, attorneys’ fees. You also agree that the Indemnified Parties will have control of the defense or settlement, at the Indemnified Party’s sole option, of any third-party Claims.
10. **Disclaimers** Your use of our Website is at your sole risk. Except as otherwise provided in a writing by us, our Website and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, the Organization does not represent or warrant that our Website are accurate, complete, reliable, current or error-free. While the Organization attempts to make your use of our Website safe, we cannot and do not represent or warrant that our Website or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Website.
11. **Limitation of Liability** To the fullest extent permitted by applicable law, The Organization and its contractors, service providers, consultants, successor organizations, and partner organizations, and each of their respective officers, directors, agents, and employees (collectively the “Parties to the Organization”), will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if such parties have been advised of the possibility of such damages. The total liability of the Organization and Parties to the Organization for any claim arising out of or relating to these Terms or our Website, regardless of the form of the action, is limited to the greater of \$5.
12. **Governing Law and Venue** Any dispute arising from these Terms and your use of the Website will be governed by and construed and enforced in accordance with the laws of Iowa, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state or federal courts of Iowa and the United States, respectively, sitting in Marshall County, Iowa.
13. **Modifying and Terminating our Website** We reserve the right to modify our Website or to suspend or stop providing all or portions of our Website at any time. You also have the

right to stop using our Website at any time. We are not responsible for any loss or harm related to your inability to access or use our Website.

14. **Severability** If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
15. **Miscellaneous** The failure of the Organization to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.