

EZview.wa.gov Service Policy

<http://www.ezview.wa.gov/ServicePolicy.pdf>

Service Policy

Section A. Introduction

The Governor’s Office for Regulatory Innovation and Assistance (ORIA) reserves the right to update and change the EZview.wa.gov Service Policy for Standard Project Portals from time to time without notice. The service of providing EZview.wa.gov Standard Project Portals will be referred to as the “Service” in this policy document. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the EZview.wa.gov Service Policy for Standard Project Portals. Continued use of the Service after any such changes shall constitute your consent to such changes.

Violation of any of the policies below could result in the loss of this Service. While ORIA has expressed its policies on the use of this Service, please understand that ORIA cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials - use the Service at your own risk.

Section B. Account Policies

1. To request the Service for a project, the project must be an official project of a Washington State agency or local government and you must be an employee of a Washington State agency or local government.
2. To have and maintain an account to log on to the Service you must be, or have been granted access by, an employee of a Washington State agency or local government. You must also be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted.
5. You are responsible for maintaining the security of your account and password. ORIA cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted and activity that occurs under your account.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Section C. Cancellation and Termination Policies

ORIA, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other ORIA service, for any reason at any time. Such termination of the Service may result in the deactivation or deletion of your Account or your access to

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your Account, and the forfeiture and relinquishment of all content in your Account. ORIA reserves the right to refuse service to anyone for any reason at any time.

Section D. Copyright and Content Ownership

1. All content posted on the Service must comply with U.S. copyright law.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
3. ORIA does not pre-screen Content, but ORIA and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
4. The look and feel of the Service is copyright©2009 - 2014 ORA. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from ORA.

Section E. General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. ORIA is not obligated to provide support and reserves the right to refuse support at any time for any reason.
3. You understand that ORIA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, ORA, or any other ORIA service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by ORA.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any ORIA customer, employee, member, or officer will result in immediate Service termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. If your bandwidth usage exceeds 300 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by ORA) of other EZview customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

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12. If your file storage exceeds 2GB we reserve the right to immediately disable your account or throttle your file hosting until you can reduce the size of your file storage.
13. ORIA does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected, (vi) content of any type posted on or made available through the Service will be confidential.
14. You expressly understand and agree that ORIA shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ORIA has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
15. The failure of ORIA to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and ORIA and govern your use of the Service, superseding any prior agreements between you and ORIA (including, but not limited to, any prior versions of the Terms of Service).

Section F. Content Policy

We reserve the discretion to delete content that we deem inappropriate such as any of the following:

1. Personal attacks or defamatory statements, including derogatory epithets directed at another individual or group of individuals.
2. Violent, obscene, profane or threatening language.
3. Advertisements or solicitations of any kind.
4. Comments that promote or oppose any person campaigning for election to a political office or promote or oppose any ballot proposition.
5. Comments made will in no way constitute a legal or official notice or comment to ORA. For example, a post or comment that asks ORIA to provide public records will not be considered a public records request.