

## Schedule "A" to By-Law #38-2017

### MEMORANDUM OF AGREEMENT

BY AND BETWEEN:                      Simply Voting Inc.  
5253 Decarie Boulevard, Suite 250  
Montreal, QC H3W 3C3  
Canada

Hereinafter referred to as VENDOR

AND                                        Municipality of South Huron  
322 Main Street South, P.O Box 759  
Exeter, ON N0M 1S6  
Canada

Hereinafter referred to as PURCHASER

#### WITNESSETH THAT IT IS COVENANTED AND AGREED AS FOLLOWS:

1. VENDOR does hereby sell to PURCHASER, the latter hereby accepting, the Simply Voting managed election service, as described in the Simply Voting proposal, for the cost of \$1.47 plus HST per elector payable by PURCHASER to VENDOR by cheque following the election;
2. The parties agree that this Agreement be governed by the laws of the Province of Quebec and shall be deemed to have been entered into at South Huron, Ontario.
3. This Agreement is also subject to the Terms of Service Agreement attached hereto as Addendum "A".
4. This Agreement is also subject to the Privacy Policy attached hereto as Addendum "B".
5. The parties to the present Agreement agree that same be drawn up in the English language. Les parties aux présentes conviennent que la présente entente soit rédigée en langue anglaise.

DONE AND EXECUTED AT SOUTH HURON, ONTARIO, ON JUNE 14<sup>th</sup>, 2017.

Simply Voting Inc.  
VENDOR

Municipality of South Huron  
PURCHASER

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Brian Lack, President

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Genevieve Scharback, Clerk

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Maureen Cole, Mayor

# **Addendum “A” - Simply Voting Terms of Service**

The Simply Voting online voting system ("VOTING SYSTEM") consists of all public and restricted websites and software found at [www.simplyvoting.com](http://www.simplyvoting.com). VOTING SYSTEM is owned and operated by Simply Voting Inc.

This Terms of Service Agreement ("Agreement") governs your use of VOTING SYSTEM. By using and/or accessing VOTING SYSTEM, you are agreeing to be bound by this Agreement. If you do not agree with any of the terms of this Agreement, you are prohibited from using and/or accessing VOTING SYSTEM.

## **PRIVACY**

Simply Voting will not edit or disclose your private VOTING SYSTEM records or content, except that you agree that Simply Voting may do so in accordance with its then-current Privacy Policy or in the good faith belief that such action is reasonably necessary:

- (a) to comply with any local laws, rules or regulations;
- (b) to comply with any legal process;
- (c) to enforce this Agreement; and
- (d) to respond to claims that such data violates the rights of third parties.

You acknowledge and agree that Simply Voting may access any content, data, statistics and other tools of VOTING SYSTEM as necessary to identify or resolve technical problems or to respond to service complaints. You acknowledge and agree that certain technical processing of information may be required in the ordinary course of business.

You acknowledge and agree that Simply Voting is not responsible or liable for the content, usage, information and data collected from any forms created using VOTING SYSTEM.

## **LIMITATION OF LIABILITY**

Except as expressly set forth herein, Simply Voting will not be liable for any damages incurred in connection with the use of VOTING SYSTEM. This includes any direct, indirect, consequential or incidental damages that may arise from the use of VOTING SYSTEM, the failure of VOTING SYSTEM, or the termination of the access to VOTING SYSTEM. This limitation of liability will also apply to any loss of data, information or content through failure of VOTING SYSTEM or interruption of transmission. Simply Voting will not be liable for any harm or loss arising from unauthorized access to data, information or transmission, including, but not limited to tangible or intangible loss of revenues, profits, data or information.

Except as expressly set forth herein, you agree that Simply Voting is not liable for any damages arising from the interruption, cancellation or suspension of VOTING SYSTEM, regardless of whether the failure of VOTING SYSTEM is announced, justified, or negligent.

## **GENERAL DISCLAIMER**

Except as expressly set forth herein, Simply Voting provides VOTING SYSTEM "as is" and without warranties of any kind, express or implied, to the fullest extent allowed by law. Simply Voting further

disclaims all other warranties, including the implied warranties of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Simply Voting does not warrant uninterrupted or error free functions contained in VOTING SYSTEM or that VOTING SYSTEM or its servers are free of viruses or other harmful components.

You understand and represent that all data, information or other material collected through VOTING SYSTEM is your sole responsibility. Simply Voting is not responsible for any loss of data or harm done to your computer(s), systems or other equipment in conjunction with use of VOTING SYSTEM. You understand and agree that use of VOTING SYSTEM is done at your own risk and discretion.

## **NO RESALE OF THE SERVICE**

Your right to use VOTING SYSTEM is granted to you on a non-exclusive basis and you may not resell all or any portion of VOTING SYSTEM or its usage. You agree not to reproduce, duplicate, copy, sell, or resell VOTING SYSTEM, reports, files or data, or your use of or access to VOTING SYSTEM to any unregistered or unauthorized persons. Known or suspected violations will be grounds for immediate termination of your use and access to VOTING SYSTEM, files and accumulated stored data, and, depending upon the circumstance, may be grounds for Simply Voting legal recourse.

## **DATA STORAGE**

You understand and agree that all data collected using VOTING SYSTEM will be stored on Simply Voting servers. Simply Voting assumes no responsibility for your deletion of, or your failure to store any data or other information on VOTING SYSTEM.

## **YOUR CONDUCT**

You agree to abide by all Simply Voting standards and applicable local, state, national and international laws and regulations in your use of VOTING SYSTEM, and you agree not to interfere with the use and enjoyment of VOTING SYSTEM by other users. You agree to be solely responsible for the actions and the contents of entries through VOTING SYSTEM.

You agree:

- (1) not to use VOTING SYSTEM for illegal purposes;
- (2) not to use VOTING SYSTEM for chain letters, junk mail, unlawful "spamming" solicitations (commercial or otherwise) or unlawful bulk communications of any kind, and
- (3) to comply with all regulations, policies and procedures of networks connected to VOTING SYSTEM.

You agree not to post, promote or transmit through VOTING SYSTEM any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature. You further agree not to transmit or post any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Simply Voting may, at its sole discretion, immediately terminate your access to VOTING SYSTEM should your conduct fail to conform to this Agreement.

## **INDEMNIFICATION**

You agree that Simply Voting will not be held responsible for any claims, damages, demands or fees arising out of your violations of this Agreement, the Privacy Policy or infringements on the rights of any third

parties as a result of your use of VOTING SYSTEM. You also agree to indemnify Simply Voting and its officers, directors, employees, agents, and partners for any and all claims that may arise.

## **PROPRIETARY RIGHTS TO VOTING SYSTEM**

You are only permitted to use VOTING SYSTEM as expressly authorized by Simply Voting, and may not copy, reproduce, distribute, analyze, compare, demonstrate, reverse engineer, screen capture, print screen pages for purposes of distribution, or create derivative works from VOTING SYSTEM without express authorization from Simply Voting.

## **WEBSITES OR EMAIL UTILIZING VOTING SYSTEM**

Simply Voting does not review or monitor any user websites or email messages that utilize or link to VOTING SYSTEM and is not responsible for the content of any such websites or email messages.

## **DATA LOSS**

VOTING SYSTEM passwords are issued to each user that successfully registers for an account. You are responsible for keeping your passwords secure. Do not share your passwords with another person. Simply Voting will not be responsible for data loss resulting from misuse of VOTING SYSTEM passwords.

## **SYSTEM INTEGRITY**

You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of VOTING SYSTEM. You may not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In order to maintain system integrity you may not disclose or share your password with any third parties or use your password for any unauthorized purpose.

VOTING SYSTEM may contain robot exclusion headers, and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy VOTING SYSTEM or the content contained therein without prior written permission of Simply Voting. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of VOTING SYSTEM.

## **100% AVAILABILITY GUARANTEE**

Simply Voting endeavours to provide the most reliable infrastructure possible for VOTING SYSTEM. If you are in good financial standing with Simply Voting, Simply Voting guarantees that VOTING SYSTEM is available 100% of the time in a given month, excluding special planned maintenance. Available is defined as the ability for voters and election administrators to access the functionality of VOTING SYSTEM as intended. Special planned maintenance is defined as a finite period of unavailability where you have been notified by email at least one week in advance. Unavailability is measured from the moment you notify a VOTING SYSTEM support representative of unavailability to the time availability is restored. Notification of unavailability must occur at the time of the outage and not after the fact. We will credit your account 5% of your election fee for each 30 minutes of unavailability, up to 100% of your election fee. Election fee is defined as your Annual Plan fee or most recent Single Election fee, whichever applies. Credits shall not be provided to you if unavailability is the result of: a) special maintenance b) circumstances beyond Simply Voting's reasonable control, including, but not limited to: dDOS or other

network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labour disturbance, acts of government, acts of god or c) your breach of this Agreement.

## **PUBLICITY REFERENCES**

You agree to allow Simply Voting to refer to your use of VOTING SYSTEM on its websites, in its press releases, and/or other promotional media, and make use of your logo for such purpose.

## **NO REFUNDS**

Simply Voting maintains a strict no-refund policy on VOTING SYSTEM fees.

## **GOVERNANCE**

This Agreement constitutes the final agreement between you and Simply Voting. It is the complete and exclusive expression of your agreement on the matters contained herein. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

You agree that this Agreement be governed by the laws of the Province of Quebec and shall be deemed to have been entered into at South Huron, Ontario. You agree that any grievances shall be settled according to the procedures and laws within this jurisdiction.

Simply Voting's failure to exercise or enforce any right granted in this Agreement shall not constitute a waiver of such right.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, you nonetheless agree that such court should endeavour to give full effect to the parties' intentions as reflected in such provision, and you agree that other provisions of the Agreement remain in full effect.

You agree that any claim or cause of action related to VOTING SYSTEM or this Agreement must be filed within one (1) year after such claim arose.

The headings employed to describe the sections of this Agreement are solely for descriptive purposes. They do not imply or refer to a specific legal description or obligation.

The parties to the present Agreement agree that same be drawn up in the English language. Les parties aux présentes conviennent que la présente entente soit rédigée en langue anglaise.

## **Addendum “B” - Simply Voting Privacy Policy**



This privacy policy applies to [www.simplyvoting.com](http://www.simplyvoting.com) and the Simply Voting platform (“Website”) owned and operated by Simply Voting Inc. (“We”, “Simply Voting”). This privacy policy tells you how we use personally identifiable information collected at the website. The use of information collected through our platform shall be limited to the purpose of providing the service for which the account owner (“Client”) has engaged Simply Voting. Please read this privacy policy before using the website or submitting any personally identifiable information.

By using this website, you are accepting the practices described in this privacy policy.

We reserve the right to make changes to this privacy policy. If we decide to change this privacy policy, we will post those changes on this page and update the modification date above. If we make any material changes we will notify our Clients by email (sent to the e-mail address specified in the account) or by means of a notice on this website prior to the change becoming effective. Privacy policy changes will apply only to information collected after the date of the change. You are encouraged to review the privacy policy whenever you visit this website to make sure that you understand how any personally identifiable information you provide will be used.

The privacy practices set forth in this privacy policy are for this website only. If you follow links to other websites or submit personally identifiable information to any of those websites, your information is governed by their privacy policies. Please review the privacy policies posted at those websites.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedbackform.truste.com/watchdog/request>.

## **Collection of Information**

We collect personally identifiable information like name, email address, and financial information such as credit card number, when submitted by Clients for management of their elections.

Personally identifiable information is only used to fulfil your specific request or to help you manage your elections and for billing purposes, unless you give us permission to use it in another manner.

Our website includes personal testimonials of satisfied customers in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can do so by contacting us.

## **Information Related to Data Controlled by our Clients**

Simply Voting also processes elector information under the direction of its Clients (such as contact name, organization, email address, etc), and has no direct relationship with the individuals whose personal data it processes. If you are a customer of one of our Clients and would no longer like to be contacted by one of our Clients that use our service, please contact the Client that you interact with directly. We may transfer personally identifiable information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Clients.

## **Access and Choice**

Upon request Simply Voting will provide you with information about whether we hold any of your personal information. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, amend or delete it by making the change on our member information page or by contacting support. We will respond to your request to access within 30 days.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## **Access and Retention of Data Controlled by our Clients**

Simply Voting acknowledges that you have the right to access your personal information. Simply Voting has no direct relationship with the individual electors whose personal data it processes. An individual

elector who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to Simply Voting's Client (the data controller). If requested to remove data we will respond within 30 days. We will retain personal elector data we process on behalf of our Clients until the Client deletes the data or instructs us to delete the data.

## **Cookie and Tracking Technology**

Simply Voting and its partners use cookies or similar technologies to analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base as a whole. You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our website or service. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically collected data to other information we collect about you, with the exception of IP addresses. IP addresses are combined with other information we collect about you in the Simply Voting platform to provide an audit trail.

Our website also includes Social Media Features, such as the Share This button. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our website. Your interactions with these Features are governed by the privacy policy of the company providing it.

We partner with a third party to manage our advertising on other sites. Our third party partner may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. If you wish to opt out of interest-based advertising visit <http://preferences-mgr.truste.com/>. Please note you will continue to receive generic ads.

## **Distribution of Information**

We will share your personally identifiable information with third parties only in the ways that are described in this privacy policy. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. In certain situations, Simply Voting may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also release your information when we believe release is appropriate to comply with the law, such as to comply with a subpoena, or similar legal process, enforce our website policies, and when we believe in good faith that disclosure is necessary to protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

We may provide your personally identifiable information to companies that provide services to help us with our business activities such as processing payments. These companies are authorized to use your personally identifiable information only as necessary to provide these services to us.

If Simply Voting is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of your

personally identifiable information, as well as any choices you may have regarding your personally identifiable information.

## **Commitment to Data Security**

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information.

All sensitive payment information (credit card number, expiry date, validation code) is encrypted via Secure Socket Layer (SSL) technology and then transmitted to our payment gateway provider. The payment gateway provider's database is only accessible by those authorized with special access rights to such systems, and they are required to keep the information confidential. After a transaction, your sensitive payment information will not be stored on our servers.

All elector authentication credentials (elector ID, password), vote information and vote receipts are encrypted via Secure Socket Layer as well. When a remote authentication method is used (web service, LDAP) the elector credentials are then transmitted to the remote authentication server and will not be stored on our servers.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our website, you can contact us.