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TERMS & CONDITIONS

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Formstack Terms & Conditions

By using the Formstack website ("Site") or Formstack services ("Services"), you agree to be bound by the following Terms and Conditions.

Formstack reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms and Conditions, at any time and without prior notice. If we modify these Terms and Conditions, we will post the modification on the Site or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" in these Terms and Conditions. By continuing to access or use the Site or Services after we have posted a modification to these Terms and Conditions or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to cease using the Site and Services.

You can report abuse of our Terms and Conditions [here \(abuse\)](#).

- You must be 13 years or older to use this service.
- You must provide a valid name and email address during the registration process. You will further update and keep that information current as appropriate.
- You are responsible for maintaining the confidentiality of your passwords, and are fully responsible for all activities that occur under your account and password. If you suspect unauthorized use of your account, you agree to immediately change your password and notify Formstack.
- You are hereby granted a non-exclusive, non-transferable, worldwide right to access and use the Formstack services, solely with supported browsers through the Internet for your own internal purposes, subject to these Terms and Conditions. All rights not expressly granted to you are reserved by Formstack.
- You understand that the content, organization, graphics, design, compilation, magnetic translation, digital conversion and other materials related to the Formstack services are the property of Formstack and are protected pursuant to applicable copyright, trademark and other proprietary rights laws.

- You shall abide by all applicable local, state, national and international laws and regulations and be solely responsible for all acts or omissions that occur with respect to your form(s) and/or under your account or password, including those related to the protection of intellectual property, data privacy, international communications and transmission of technical or personal data. By way of example, and not as a limitation, you will not, directly or Indirectly:
 - Transmit any pornographic, obscene, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, illegal or otherwise objectionable material or content;
 - Transmit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
 - Transmit material or content that promotes, provides or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group;
 - Transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - Harvest or otherwise collect information about others, including email addresses, without their consent;
 - Use a false identity or forged email address or header, or otherwise attempt to mislead others as to your identity or the origin of your messages;
 - Transmit unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
 - Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
 - Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful or deleterious programs;
 - Interfere with or disrupt networks or websites associated with the Formstack services or violate the regulations, policies or procedures of such networks;
 - Attempt to gain unauthorized access to the Formstack website, Formstack services, other accounts, computer systems or networks associated with the Formstack services, through password mining or any other means;
 - Interfere with another person's use and enjoyment of the Formstack services or use and enjoyment of similar services.
- You may not use the Formstack service to collect sensitive information from other users, including but not limited to credit card information and social security numbers, without enabling all the security features in the Formstack application that allow you to do so (SSL, PGP and data encryption). See the [security FAQ \(//support.formstack.com/customer/portal/articles/1239164-8-1-](https://support.formstack.com/customer/portal/articles/1239164-8-1-)

[security-and-privacy](#)) for more details on enabling those features in order to securely collect information from other users.

- If you engage in any activity set forth above or violate any other Terms and Conditions, your account will be terminated and use of the Formstack services prohibited. Formstack will report any unlawful conduct to the appropriate authorities and turn over any and all information regarding such activity to appropriate persons or entities.
- You understand that any free account that has been inactive (the user has not logged into the Formstack administration tool or received any submissions on their forms) for six or more months is subject to termination. Formstack will attempt to notify you of such pending termination by sending a message to the email address stored for your account.
- For all non-paid or free accounts you agree to allow Formstack to place a company logo or a "powered by" or similar link on all forms.
- You agree to the terms of the [Formstack Privacy Policy \(privacy\)](#).
- You understand that all warranties, express or implied, are disclaimed (including, but not limited to, the disclaimer of any implied warranties of non-infringement, merchantability and fitness for a particular purposes. Formstack is not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. Formstack shall have no obligation to defend any claim or suit, or to hold harmless or indemnify you against any allegation of infringement or violation of any patent right of a third party by reason of your use of the Formstack services. The negation of damages set forth above is a fundamental element of the basis of the bargain between Formstack and you. The Formstack services would not be provided without such limitations. No advice or information, whether oral or written, shall create any warranty, representation or guarantee not expressly stated in these Terms and Conditions. If you are dissatisfied with the Formstack services or any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Formstack services immediately.
- You agree to indemnify, defend and hold Formstack and its partners, attorneys, employees, agents and affiliates harmless from any liability, loss, claim and expense including reasonable attorneys' fees, related to your violation of these Terms and Conditions, use of the Formstack services, creation or use of a form, collection, possession or use of data derived from a form, or any service provided or performed or agreed to be performed, or any product sold by you, your agents, employees or assigns.
- You are solely responsible for properly canceling your account. An email or phone request to cancel your account shall not result in cancellation. You can cancel your account at any time by clicking on the Account link in the navigation bar at the top of the screen. Any cancellation of your account will result in the deactivation or deletion of your account or your access to the account. Please be aware that Formstack may for a time retain residual information and/or archival copies in its database.
- You agree that these Terms and Conditions shall be treated as though they were executed and performed in Indianapolis, Indiana, and shall be governed

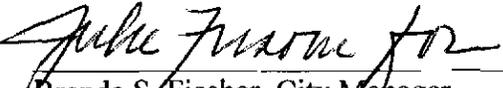
by and construed in accordance with the laws of the State of Indiana (without regard to conflict of law principles). All legal proceedings arising out of or in connection with these Terms and Conditions, [Privacy Policy \(privacy\)](#), [Affiliates Agreement \(affiliates\)](#), [Safe Harbor Agreement \(safe-harbor\)](#) or any other agreement related to the use of Formstack applications shall be brought solely in Indianapolis, Indiana.

Formstack reserves the right to terminate your account for the violation of any of these terms at any time and without notice.

Last Updated: September 12, 2013

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| Press (press) | Integrations (integrations) | Examples (examples) | Partners (partners) | http://support.formstack.com/ | © 2015 Formstack, LLC https://www.linkedin.com/company/294140 |
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| | Responsive Forms (mobile/responsive-forms) | | | | |

CITY OF GLENDALE, an Arizona
municipal corporation



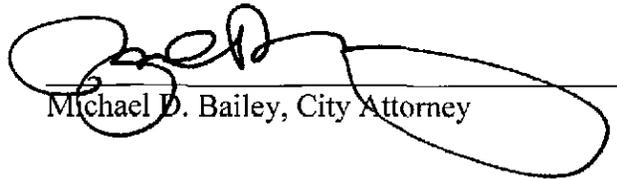
Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

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Formstack Privacy Policy

Summary

Formstack respects each individual's right to personal privacy. This Privacy Policy is designed to assist you in understanding how Formstack will collect, use and safeguard any personal information you provide. We will collect and use information only in the ways disclosed in this statement. All user information contained within any form you may use or build is governed by Formstack's [Terms and Conditions \(terms\)](#).

Security

Formstack has implemented processes intended to protect user information and maintain security of data. Each account holder is assigned a unique user name and password, which is required to access their account. It is your responsibility to protect the security of this login information. We have attempted to protect Formstack's servers by locating them in areas with security procedures, use of firewalls and implementing other generally available security technologies. These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data, but no guarantee can be made that your information and data will be secure from intrusions and unauthorized release to 3rd parties.

Application Data

As part of the Formstack services, we store the forms you build and any data that was collected from those forms. We respect the privacy of all users, and consider all data that is collected to be private. Your information is used strictly for internal purposes, and Formstack will not distribute or sell your information to a 3rd party, except as disclosed in this statement. The creator of a form may choose not to have the form data stored within the Formstack database, or may choose to encrypt the data in the database so that it will be impossible to access without a password that you specify. When you submit information, you are transferring such information into the United States and you hereby consent to such transfer.

Account Information

We collect email addresses from those who contact us via email, and ask for information such as your email address and name when you sign up for an account with Formstack. The information we collect is not distributed or sold to a 3rd party. It will only be used to communicate with you about your Formstack account, and where needed as part of certain Formstack features. You may update your account information at any time.

Web Server Logs

For statistical purposes, Formstack will gather certain information automatically and store it in log files. These log files contain standard information collected by web servers, such as client IP addresses, browser type, internet service provider (ISP), operating system, etc. This information is only used internally, and is not distributed or sold to a 3rd party. Formstack uses this information, which does not identify individual users, to analyze trends, to administer the Formstack website and to gather demographic information about its user base as a whole. Formstack does not link this automatically collected data to personally identifiable information.

Disclaimer

However, any information collected by Formstack may be shared if it is necessary to investigate, prevent or prosecute illegal activities, suspected fraud, violations to the Terms and Conditions, or as otherwise required by law or a valid government request (including, but not limited to, search warrants, subpoenas or court orders). Formstack may also share information if it is acquired by or merged with another company. In this event, Formstack will notify you before information is transferred and becomes subject to a different privacy policy. Formstack reserves the right to use and disclose any information collected that is not in personally identifiable form.

Cookies

A "cookie" is a small text file containing a unique identifier that our web server sends to a user's browser, and may be stored on a user's hard drive. Cookies are required to use Formstack services. If you have your browser set to reject cookies, your use of the Formstack services is likely to be interrupted. The cookies we use are not permanent.

Online Advertising

Formstack participates in online advertising, including remarketing. Third party vendors, including Google, show Formstack ads on other sites on the internet. The vendors use cookies to serve Formstack ads based on a user's prior visits to the Formstack website. Users may opt out of a third party vendor's use of cookies by visiting the [Network Advertising Initiative opt out page \(http://www.networkadvertising.org/managing/opt_out.asp\)](http://www.networkadvertising.org/managing/opt_out.asp).

Third-party Websites

Formstack is not responsible for the practices employed by websites linked to or from the Formstack website, nor the information or content contained therein. When you use a link from the Formstack website to another website, our Privacy Policy is no longer in effect. Browsing and interaction on any other website, including websites which have a link to the Formstack website, is subject to that website's own rules and policies.

Changes

Formstack reserves the right to modify this privacy policy at any time, so please review it frequently. If material changes are made to this policy, we will notify you here, by email, or by means of a prominent notice on the Formstack website home page.

Compliance with Children's Online Privacy Protection Act

As a business service, Formstack does not target its offering toward, and does not knowingly collect any personal information from, users under thirteen (13) years of age.

Safe Harbor

Formstack complies with the U.S.-EU Safe Harbor framework and U.S.-Swiss Safe Harbor framework as set forth by the US Department of Commerce regarding the collection, use, and retention of data from the European Union countries and Switzerland. Formstack has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access and enforcement, as further explained in our [Safe Harbor Notice \(safe-harbor\)](#).

Terms of Use

Your use of the Formstack services is governed by our [Terms and Conditions \(terms\)](#), which contains disclaimers, limitations of liability and a choice of Indiana law and jurisdiction.

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| Press (press) | Integrations (integrations) | Examples (examples) | Partners (partners) | Site Status (http://status.formstack.com) | © 2015 Formstack, LLC |
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Online Forms ▾ Features ▾

BUILD A FORM
NOW (DEMO)

~~Clients (clients)~~ ~~Examples (examples)~~

AFFILIATES

Pricing (pricing)

Become a Formstack Affiliate

Earning money as a Formstack affiliate is easy. Read below to learn how you can get started and about resources we provide to our affiliate partners.

Getting Started

Now you can earn money by referring Formstack! Register for the affiliate program, and you'll earn **25% commission** off any customer you refer, for the first year of their account.

To get started as a Formstack affiliate, login to your account (you need to have a Formstack account in order to participate) and to the [affiliate setup page \(https://www.formstack.com/admin/affiliate/main\)](https://www.formstack.com/admin/affiliate/main). You will need to enter your PayPal payment email address and confirm that you agree to the Affiliate Agreement Terms below.

Once you've registered as an affiliate, you will be given a unique link that contains your affiliate code. You can use this link on your website or to send to contacts.

Tracking

The affiliate link is used to track website visitors so that you get commission when someone signs up for an account. The link sets a cookie in a visitor's browser, then redirects them to the Formstack home page. In order to receive commission for a customer, they will need cookies enabled within their browser at the time that they click on the link. The cookie will be stored on the visitor's computer for up to 30 days, and you will receive credit for that customer if they sign up using the same browser.

Customers do not need to sign up for a paid account immediately for you to be able to earn commissions. Your referral will be tracked even if they sign up for a free account, and don't upgrade to a paid account for several months. However, you will only receive commissions for the first

year of their account. e.g., if a friend clicks on your affiliate link on January 1st, creates a free account on January 15th, then upgrades to a paid account on June 1st, you will earn commissions on their June 1st payment, and any payments they make through the following January 15th.

Payments

All payments will be sent through [PayPal \(http://www.paypal.com/\)](http://www.paypal.com/). We will send payment to affiliates only after a minimum of \$100 USD is due. If the minimum is not met in time for a given payment cycle, the balance will carry over to the next month. Payments less than \$100 USD will not be issued. Commissions are subject to forfeiture if Affiliate becomes inactive, as evidenced by not receiving any click through activity or commissions for a period of twelve (12) months.

Payments are sent within five (5) business days from the beginning of the calendar month. You must be an authorized affiliate for ninety (90) days before you are eligible to receive any payment.

Affiliate Agreement

This Affiliate Agreement is made by and between Formstack, LLC, an Indiana, USA company, and you, as a Formstack Affiliate. To be an authorized Affiliate, you agree to abide by the terms and conditions contained in this Agreement. Please read this Agreement carefully before registering.

- You must be an active Formstack user in good standing to be an Affiliate.
- You must adhere strictly to [Formstack Terms and Conditions \(terms\)](#).
- You may not link to the Formstack website from any Obscenity or Hate websites.
- SPAM is strictly prohibited. Any email messages sent containing an Affiliate link must fully comply with the [CAN-SPAM Act \(http://www.ftc.gov/spam/\)](http://www.ftc.gov/spam/).
- Affiliate payments are made once a month, five business days after the first of the month.
- Affiliate payments are made to Affiliates with a balance of at least \$100 USD.
- All payments are sent through PayPal. Affiliates must have an active PayPal account to receive payment.
- You are solely responsible for keeping your information current with Formstack in the event of a change of email address or PayPal account information.
- You must be an authorized Affiliate for ninety (90) days before you are eligible to receive any payment.
- Affiliates that are United States citizens who earn more than \$600 in a single year must submit IRS Form W-9 before receiving additional payment.
- Referrals must have cookies enabled. Affiliate cookies expire after 30 days.
- Affiliates only earn commission on Referrals whose accounts are less than one year old.

- If a Referral signs up with a coupon or promo code, Affiliates will be paid a commission on the discounted rate.
- If a Referral cancels an account and receives a refund, then any commissions earned on the amount refunded will be revoked.
- Affiliates are limited to only one Affiliate account.
- Self-referrals are strictly prohibited.

With each link or email you display on Formstack's behalf, you expressly agree to abide by the Affiliate Agreement that is in full force and effect at that date and time. Failure to abide by these terms will result in immediate termination of your Affiliate account and a complete forfeit of any commissions earned.

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SAFE HARBOR

[Pricing \(pricing\)](#)

Formstack Safe Harbor

Harbor Standards

This Safe Harbor Notice (the "Notice") sets forth the privacy principles followed by Formstack in connection with the transfer and protection of "personal information" received from the European Union ("EU") or Switzerland.

Affirmative Statement

Formstack complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Formstack has certified that it adheres to the Safe Harbor Privacy Policy of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Formstack's certification, please visit <http://www.export.gov/safeharbor> (<http://www.export.gov/safeharbor>)

About the Safe Harbor

The "Safe Harbor" program was jointly established in June 2000 by the United State Department of Commerce and the European Commission, as a method for transferring personal information from the EU to companies in the Unites States. Certified companies represent that they are upholding privacy standards for personal information received from the EU that have been jointly accepted by the EU Commission and the US Department of Commerce. These standard exceed current US privacy standards. Formstack is Safe Harbor certified and upholds this commitment.

"Personal Information" means information that can directly or indirectly lead to the identification of a living person, such as an individual's name, address, e-mail, telephone number, license number, medical identification number, photograph, or other identifying characteristic. The identification can occur by reference to one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity.

Personal information does not include information that has been anonymized, encoded or otherwise stripped of its identifiers, or information that is publicly available, unless combined with other non-public personal information.

Scope

This Notice governs personal information transferred from countries in the EU or Switzerland (which has adopted substantially similar privacy laws to those of the EU), to the United States on behalf of Formstack. It applies to personal information in electronic and off-line formats.

Safe Harbor Privacy Principles

The following privacy principles apply to the transfer, collection, use or disclosure of personal information from the EU by Formstack.

Notice: Formstack informs individuals in the EU about the purposes for which it collects and uses their personal information, how to contact Formstack, the types of 3rd parties with which Formstack shares their personal information, and the choice and means Formstack offers for limiting the use and disclosure of their personal information.

Consistent with the Safe Harbor requirements, Formstack may not be in a position to furnish notice in certain limited situation. Specifically, notice is not required where the processing of EU personal information is necessary to respond to a government inquiry; is required by applicable laws, court orders or government regulations; or is necessary to protect Formstack's legal interests and providing notice would interfere with those interests.

Choice: Formstack will not process personal information about EU individuals for purposes other than those for which the information was originally obtained or subsequently authorized by the EU individual unless the individual affirmatively and explicitly consents ("opt-in") to the processing, or unless an exception applies. Formstack also provides EU individuals with the opportunity to withdraw consent at any time ("opt-out"), in which case their personal information will not be further processed.

Data Integrity: Formstack seeks to ensure that any personal information held about EU individuals is accurate, complete, current and otherwise reliable in relation to the purposes for which the information was obtained. Formstack collects personal information that is adequate, relevant and not excessive for the purposes for which it is to be processed. EU individuals have a responsibility to assist Formstack in maintaining accurate, complete and current personal information about them.

Transfers to Third Parties: Formstack will not transfer personal information about EU individuals to 3rd parties unless the 3rd party (a) has provided satisfactory assurance to Formstack that it will protect the

information consistently with this Notice; or (b) is located in the EU or a country considered "adequate" for privacy by the EU Commission, and therefore is required to comply with the EU data protection laws or substantially equivalent privacy laws; or (c) the 3rd party has also certified to the Safe Harbor, and is accordingly independently responsible for complying with the Safe Harbor requirements.

Where Formstack has knowledge that a 3rd party to whom it has provided EU personal information is processing that information in a manner contrary to this Notice or the Safe Harbor requirements, Formstack will take reasonable steps to prevent or stop the processing.

Access and Correction: Upon written request to Formstack, Formstack will provide EU individuals with reasonable access to their personal information. Formstack will also take reasonable steps to allow EU individuals to review their information for the purposes of correction their information. There are certain limitations to the Access and Correction rights, as set forth in the US Department of Commerce's Safe Harbor website. [<http://www.export.gov/safeharbor/> (<http://www.export.gov/safeharbor/>)]

Security: Formstack takes reasonable precautions to protect EU personal information in its possession from loss, misuse, unauthorized access, disclosure, alteration and destruction.

Enforcement: Formstack has established internal mechanisms to verify its ongoing adherence to this Notice. Formstack also encourages individuals covered by this Notice to raise any concerns about our processing of their personal information by contacting Formstack at the address below or by contacting their local privacy officer. Formstack will seek to resolve any concerns. Formstack has also agreed to participate in the dispute resolution program provided by the European Data Protection Authorities.

Limitation on Scope of Principles: Adherence to these privacy principles may be limited to the extent required to meet a legal, governmental, national security or public interest obligation.

Contact Information: Questions or comments about this Notice should be directed to:

Formstack, LLC
 8604 Allisonville Rd.
 Suite 300
 Indianapolis, IN 46250

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