



U.S. Election Assistance Commission
633 3rd St. NW, Second Floor
Washington, DC 20001

Terms of Service for the EAC Clearinghouse Network

Purpose and General Statement of the Terms of Service (“Terms”)

These Terms of Service (“Terms”) define an EAC Clearinghouse Network user’s basic rights, duties and privileges as a registered user of the EAC Clearinghouse Network. These Terms apply to a user’s use of the EAC Clearinghouse Network, on the EAC Clearinghouse Network, and while accessing the EAC Clearinghouse Network.

By using the EAC Clearinghouse Network services and clicking “accept” upon notice of the Terms, the user agrees to these Terms. The EAC Clearinghouse Network provides an information-sharing network for community members to communicate, disseminate information, share resources, and access resources. The EAC Clearinghouse Network is intended to provide a platform for users to share best practices and answer questions. Users should not share classified information or any other individual’s personally identifiable data. EAC reserves the right to change these Terms at any time; communications about changes to these Terms will be provided in a timely and appropriate manner. As a result, requirements may evolve that may expand the Terms offered.

The EAC Clearinghouse Network cannot be used for any illegal purposes. For all purposes, including the Freedom of Information Act (FOIA) and the Privacy Act, EAC serves as the custodian of substantive information on the EAC Clearinghouse Network. Federal, state and local EAC Clearinghouse Network users are also bound by their own, as well as any other applicable, jurisdictional requirements. EAC Clearinghouse Network users are responsible for the content that they publish to any community within the EAC Clearinghouse Network. EAC Clearinghouse Network users are thus subject to the Federal, state, municipal, territorial and tribal information management, privacy, public disclosure laws (or “Sunshine laws”) and records management statutes, and/or regulations of their jurisdiction(s) for the content that they publish.

Behavior on the EAC Clearinghouse Network

The EAC Clearinghouse Network consists of distinct communities for users to engage on specific topics. Community Administrators will moderate user behavior within communities, user-to-user messages, and throughout the EAC Clearinghouse Network. Rules of behavior, contained within these Terms, promote collaborative use of the EAC Clearinghouse Network. Rules of behavior inform users of their responsibilities and let them know they will be held accountable for their actions while they are accessing the EAC Clearinghouse Network. Users are responsible for all such rules of behavior and will be held accountable for actions performed on the EAC Clearinghouse Network, based on a given user’s acceptance of the Terms upon becoming a registered EAC Clearinghouse Network user, including potential removal from the EAC Clearinghouse Network.



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Actions subject to these rules of behavior include, but are not limited to, accessing, storing, receiving, or transmitting information, posting messages, privately messaging users, and uploading documents and resources. Users are given access only to those Communities in which a Community Administrator approves and validates their access. Users must protect passwords and access from disclosure and may not share passwords or other authentication materials. Passwords cannot be provided to any third party.

Liability & Indemnification Clause

EAC is held harmless from and against any first-party or third-party claim, cause of action, etc. related from: (a) content that a user posts or transmits; (b) resources that a user posts or transmits; (c) activity that occurs through or by use of a user's credentials; (d) use of or reliance on any user content; and/or (e) violation of these Terms.

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The U.S. Government is not responsible for the availability of content on external internet sites, nor does the U.S. Government endorse the information, products, or services offered or described on external internet sites. The U.S. Government does not recommend any communications, links, messages, and resources provided by users or any products, processes, or services of non-federal or commercial entities. The views and opinions of authors expressed within communications, messages, and resources on the EAC Clearinghouse Network do not necessarily state or reflect those of the U.S. Government, and they may not be used for lobbying, advertising, or product endorsement purposes.

Prohibited Content and Activities

All users specifically acknowledge that EAC is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties occurring within the EAC Clearinghouse Network and that the risk of injury from the foregoing rests entirely with the user. Inappropriate activities include viewing, downloading, storing, transmitting or copying materials that are sexually explicit or sexually oriented,



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related to gambling, copyrighted music files to which the user does not own the rights to, illegal weapons, terrorist activities, or any other prohibited activities related to commercial products or services. Additionally, any activity that is not aligned to the purpose of the EAC Clearinghouse Network is prohibited. Users should direct concerns regarding any external link or content to a Community Administrator or email network@eac.gov. Illegal content may not be furnished on the EAC Clearinghouse Network. Content that promotes or advertises products or services is strictly prohibited from the EAC Clearinghouse Network. The EAC Clearinghouse Network may not be used for lobbying, advertising, or product endorsement purposes. Continued misuse of the EAC Clearinghouse Network can result in account termination. Any information learned in the platform cannot be used for any purpose other than election administration.

Personally Identifiable Information (PII)

All EAC Clearinghouse Network users must adhere to the privacy requirements listed in this section when making information available in any community and in any other way through the EAC Clearinghouse Network. “Personally Identifiable Information” or “PII” is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to an individual regardless of whether the individual is a U.S. Citizen, legal permanent resident, or a visitor to the U.S.

All EAC Clearinghouse Network users must ensure that no other individual’s Personally Identifiable Information (PII) is included in any communications, messages, resources, or any documents made available on the EAC Clearinghouse Network. Generic information can be substituted for the PII to facilitate understanding of the information such as “an individual” instead of a person’s name.

Privacy

EAC requires users to provide limited personal information to register an account with the EAC Clearinghouse Network. Once a user has been accepted into EAC Clearinghouse Network, the user may modify their profile to change, add, or delete all optional fields. Information that is collected and stored on the EAC Clearinghouse Network from a new registrant includes a user’s name and email address. Users have the option to add more information for multi-factor authentication and to connect with other users.

Classified Information



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The EAC Clearinghouse Network is not intended to be platform for users to disseminate or discuss classified information. All EAC Clearinghouse Network users are prohibited from disseminating or discussing classified information in any manner on the EAC Clearinghouse Network.

User Provided Content Can Be Downloaded

The EAC Clearinghouse Network is intended to create a collaborative environment amongst users. Users, in addition to being able to communicate with others via comments, messages, and posts, can upload resources to their communities. Users are advised that other users can download resources that are posted to the EAC Clearinghouse Network. Resources include, but are not limited to, documents and photographs. EAC is not responsible for the availability or content of uploaded resources and external websites.

No Guarantee of Validity

EAC maintains the EAC Clearinghouse Network to promote and enhance communication and resource sharing amongst election officials. The structure of EAC Clearinghouse Network allows users to post and share content. Please be advised that content and resources published by users on the EAC Clearinghouse Network have not necessarily been reviewed by EAC. As such, EAC does not guarantee the validity of content and resources posted on the EAC Clearinghouse Network. Content, information, and resources available on the EAC Clearinghouse Network may not reflect official positions of EAC.

Intellectual Property Rights

A user retains ownership of their content posted to the EAC Clearinghouse Network. Using the EAC Clearinghouse Network services does not give ownership of any intellectual property rights or accessed content to the EAC Clearinghouse Network, EAC, or any other party. In order to use content, a user must request and obtain permission from its owner. These Terms do not grant the user the right to use any branding or logos provided and/or included on the published content of other users.

Records Management Responsibilities

EAC regulations define a record as “any information that would be a Commission record subject to the requirements of this part when maintained by the Commission in any format, including, but not limited



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to, an electronic format. Record includes information that is maintained for the Commission by an entity under Government contract for the purposes of records management.”¹

Materials uploaded to the EAC Clearinghouse Network will be maintained by the EAC and/or a contractor retained for the purposes of managing the records uploaded to the EAC Clearinghouse Network. Therefore, materials uploaded to the EAC Clearinghouse Network will be considered agency records subject to FOIA under EAC regulations.

EAC is responsible for retention of the records of content created, posted and/or shared by EAC Clearinghouse Network users, and EAC is responsible for compliance with the records management laws and regulations that apply to the EAC.²

The EAC Clearinghouse Network is responsible for ensuring retention of records for the content which it, itself, publishes and retains custody and control over on the Network. The content published on the EAC Clearinghouse Network will adhere to NARA schedule N1-563-11-010 for records management which states that “Documents “‘published’ from day-to-day operations, including the instant-messaging and web-conferencing tools are ‘Steady state’ (normal day-to-day) and are stored for five years and then destroyed. Records that are part of a Level 2 or 3 event are transferred to the National Archives five years after the event or case is closed for permanent retention in the National Archives.”

Freedom of Information Act (FOIA)

Content uploaded to the EAC Clearinghouse Network by registered users is subject to the federal Freedom of Information Act (FOIA) requests. EAC serves as the custodian of substantive information shared on the EAC Clearinghouse Network and will serve as the recipient for FOIA requests related to information on the EAC Clearinghouse Network. For information that is owned by the EAC, Clearinghouse Network documents and files that are subject to FOIA will be handled by the agency’s FOIA processes and procedures.

EAC regulations make clear that the Agency “will make the fullest possible disclosure of records to the public, consistent with the rights of individuals to privacy, the rights of individuals and other entities with respect to trade secrets and commercial or financial information entitled to privileged and

¹ 11 CFR § 9405.2

² “Records” is defined in 44 U.S.C. 3301 as including “all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the Government or because of the informational value of the data in them (44 U.S.C. 3301).” (See also § 1222.10 of this part for an explanation of this definition).



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confidential treatment, and the need for the Commission to promote free internal policy deliberations and to pursue its official activities without undue disruption.”³ Additionally, the EAC policy on disclosure of records is that “all Commission records shall be available to the public unless they are specifically exempt under this part.”⁴

The EAC is only responsible for documents owned by the agency. For information that is owned by the EAC, EAC Clearinghouse Network documents that are subject to FOIA will be handled by the EAC’s FOIA processes and procedures. How the EAC responds to a FOIA request is based on the particular facts of a FOIA request and applicable laws.

EAC Clearinghouse Network users are responsible for the content that they publish to any element of the Network and/or for which they retain custody and exclusive control at any location within the EAC Clearinghouse Network. EAC Clearinghouse Network users and are thus subject to the Federal, state, municipal, territorial and tribal information management, privacy, public disclosure laws (or “Sunshine laws”) and records management statutes, and/or regulations of their jurisdiction(s) for the content that they publish and/or for which they retain custody and exclusive control.

User Account Approval

Community Administrators review and approve user requests from potential users to gain access to their specified communities in the EAC Clearinghouse Network. Community Administrators can grant users access to upload and edit data on the EAC Clearinghouse Network in specified communities. If a Community Administrator rejects a user request, the Community Administrator must provide a comment to document the reason why a user was rejected.

User Roles, Rights, and Duties

Users can access the EAC Clearinghouse Network so long as they accept and abide by the Terms. If a user does not accept, or fails to comply with, the Terms, that user’s access will be revoked, and the user may be denied future access to the EAC Clearinghouse Network.

Users with special account privileges, including, but not limited to Community Administrators and Page Editors, must abide by the protocols and rules established by EAC for users with those privileges. Failure to do so is grounds for account suspension and/or ban.

³ 11 CFR § 9405.3(a)

⁴ 1 CFR § 9405.3(b)



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Account Password

Users must choose passwords that are either:

- a) at least 8 characters long, contain at least one of capital letter, number, or special character; or
- b) at least 4 characters long and contain all of the following: lowercase letter, capital letter, number, and special character.

Account Suspension and User Ban

EAC reserves the right to suspend the account of any user at its discretion and any user that violates the Terms. EAC reserves the right to determine, on an individual basis, if a user's violation of the Terms warrants account suspension and/or permanent ban. EAC reserves the right to suspend a user's account and/or ban a user without notice or warning.