



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

Terms of Service for the EAC Learning Lab

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

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

By using the EAC Learning Lab services and clicking “accept” upon notice of the Terms and creation of their account, the user agrees to these Terms. The EAC Learning Lab provides a virtual training platform for users to access EAC trainings and resources. 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 Learning Lab 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 Learning Lab. Federal, state and local EAC Learning Lab users are also bound by their own, as well as any other applicable, jurisdictional requirements.

Behavior on the EAC Learning Lab

The EAC Learning Lab is a learning management system that hosts content created and/or authorized by the EAC. Learning Lab Administrators will moderate user behavior within the Learning Lab. Rules of behavior, contained within these Terms, promote collaborative use of the EAC Learning Lab. 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 Learning Lab. Users are responsible for all such rules of behavior and will be held accountable for actions performed on the EAC Learning Lab, based on a given user’s acceptance of the Terms upon becoming a registered EAC Learning Lab user, including potential removal from the EAC Learning Lab.

Actions subject to these rules of behavior include, but are not limited to, accessing, receiving, or transmitting information. Users are given access only to Learning Lab trainings as a Learning Lab 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



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EAC is held harmless from and against any first-party or third-party claim, cause of action, etc. related from: (a) activity that occurs through or by use of a user's credentials; (b) use of or reliance on any content; and/or (c) violation of these Terms; (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 Learning Lab 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 Learning Lab 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, 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 Learning Lab is prohibited. Users should direct concerns regarding any external link or content to a Learning Lab Administrator or email



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learninglab@eac.gov. Illegal content may not be furnished on the EAC Learning Lab. Content that promotes or advertises products or services is strictly prohibited from the EAC Learning Lab. The EAC Learning Lab may not be used for lobbying, advertising, or product endorsement purposes. Continued misuse of the EAC Learning Lab can result in account termination.

Personally Identifiable Information (PII)

All EAC Learning Lab 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 Learning Lab. “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 Learning Lab 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 Learning Lab. 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 Learning Lab. Once a user has been accepted into EAC Learning Lab, the user may modify their profile to change, add, or delete all optional fields. Information that is collected and stored on the EAC Learning Lab from a new registrant includes a user’s name and email address.

Classified Information

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



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

The EAC is responsible for compliance with the records management laws and regulations that apply to the EAC.²

The EAC Learning Lab is responsible for ensuring retention of records for the content which it, itself, publishes and retains custody and control over on the Learning Lab. The content published on the EAC Learning Lab 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 Learning Lab is subject to the federal Freedom of Information Act (FOIA) requests. EAC serves as the custodian of substantive information shared on the EAC Learning Lab and will serve as the recipient for FOIA requests related to information on the EAC Learning Lab. For information that is owned by the EAC, Learning Lab 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

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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with respect to trade secrets and commercial or financial information entitled to privileged and 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 Learning Lab 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.

User Account Approval

Learning Lab Administrators review and approve user requests from potential users to gain access to the EAC Learning Lab. Learning Lab Administrators can grant users access to EAC trainings and resources hosted on the Learning Lab. If a Community Administrator rejects a user request, the Learning Lab Administrator must provide a comment to document the reason why a user was rejected.

User Roles, Rights, and Duties

Users can access the EAC Learning Lab 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 Learning Lab.

Users with special account privileges, including, but not limited to Learning Lab 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.

Account Password

Users must choose a password that is at least 8 characters long, contains at least one special character, and is not on the list of known insecure or compromised passwords.

³ 11 CFR § 9405.3(a)

⁴ 1 CFR § 9405.3(b)



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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.