

YOURCLLR.COM APPLICATION FORM

About Yourcllr.com

Yourcllr.com is a website platform for Conservative councillors provided by the CCA. This free system is available to current CCA members only.

The system provides a free website for CCA members allowing you to:

- choose from three different templates;
- add your own pages for example for local campaigns, information about your ward or for local residents to report a problem;
- add news stories and updates of your work as a councillor;
- add photos and videos to illustrate your stories;
- manage your own links, categories and archives;
- join together for one website shared with your ward colleagues or across your whole council group.

To apply for a site please read the Terms and Conditions below and then fill in this application form. Please return the form to CCA, CCHQ, 4 Matthew Parker Street, London SW1H 9HQ.

Applying for an individual site

Please use BLOCK CAPITALS

Name

Your website address will be forenamesurname.yourcllr.com

Email

You should not use your council address for campaigning purposes so we recommend you set up a web-based email address.

Telephone

Council

Ward

I agree to the terms and conditions below

Signed

Date

Applying for a ward or group site*

Please use BLOCK CAPITALS

Ward name/Group name

.....

Your website address will be wardname.yourcllr.com or groupname.yourcllr.com

Please give details of the site administrator:

Name

Email

You should not use your council address for campaigning purposes so we recommend you set up a web-based email address.

Telephone

Council

I agree to the terms and conditions below

Signed

Date

* If you want to add additional contributors to the ward or group site they will be required to fill out a contributors application form and agree to the same terms and conditions.

YOURCLLR.COM TERMS OF SERVICE

Before you begin using Yourcllr.com, you must read and agree to these Terms of Service, including any future amendments (collectively, the “Agreement”) as well as the Yourcllr.com Privacy Policy and Yourcllr.com Content Policy.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version at www.conservativecouncillors.com.

The CCA may, in its sole discretion, modify or revise these Terms of Service and policies at any time and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the Yourcllr.com service. In the event of an inconsistency between Yourcllr.com Terms of Service and either Yourcllr.com’s Privacy Policy or Content Policy, the Yourcllr.com Terms of Service shall control. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

1. Description of Service. Yourcllr.com is a web publishing service (the “Service”). You will be responsible for all activities occurring under your username and for keeping your password secure. If you become aware of any unauthorised use of your password or of your account, you agree to notify the CCA immediately at cca@conservatives.com.

You understand and agree that the Service is provided to you on an AS IS and AS AVAILABLE basis. The CCA disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service or any other client software. The CCA also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you. You must be a Conservative councillor and a paid up member of the CCA to use this service. The CCA reserves the right to refuse service to anyone at any time without notice for any reason.

2. Proper Use. You agree that you are responsible for your own use of the Service, for any posts you make, any comments you approve, and for any consequences thereof. You agree that you will use the Service in compliance with all applicable laws, rules and regulations. Violation of any of the foregoing, including the Yourcllr.com Content Policy, may result in immediate termination of this Agreement and may subject you to legal penalties and consequences.

You agree to abide by the Yourcllr.com Content Policy and the rules and restrictions therein. Although we may attempt to notify you when major changes are made to the Yourcllr.com Content Policy, you should periodically review the most up-to-date version on www.conservativecouncillors.com. The CCA may, in its sole discretion, modify or revise the Yourcllr.com Content Policy at any time, and you agree to be bound by such modifications or revisions.

Violation of any of the following, including the Yourcllr.com Content Policy, may result in immediate termination of this Agreement, and may subject you to legal consequences. The CCA reserves the right, but shall have no obligation, to investigate your use of the Service in order to (a) determine whether a violation of the Agreement has occurred or (b) comply with any applicable law, regulation, or legal process.

Much of the content of Yourcllr.com - including the contents of specific postings and uploading of any images, is provided by and is the responsibility of the person or people who made such postings. The CCA does not monitor the content of Yourcllr.com and takes no responsibility for such content. Instead, the CCA merely provides access to enable you to post such content as a service to you. We expect that you will use caution and common sense and exercise proper judgment when using Yourcllr.com.

The CCA does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications posted via the Service or endorse any opinions expressed via the Service. You acknowledge that any reliance on material posted via the Service will be at your own risk.

3. Privacy. As a condition of using the Service, you agree to the terms of the Yourcllr.com Privacy Policy, which may be updated from time to time, as expressed in the most recent version that exists at the time of your use. You agree that the CCA may access or disclose your personal information, including the content of your communications, if the CCA is required to do so in order to comply with any valid legal process or as otherwise provided in these Terms of Service and the general Yourcllr.com Privacy Policy.

4. General Practices Regarding Use and Storage. You agree that the CCA has no responsibility or liability for the deletion of or the failure to store or to transmit, any content and other communications maintained by the Service. The CCA retains the right to create limits on use and storage at our sole discretion at any time with or without notice.

5. Content of the Service. The CCA takes no responsibility for third-party content (including, without limitation, any viruses or other disabling features), nor does the CCA have any obligation to monitor such third-party content. The CCA reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. The CCA also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Yourcllr.com, its users and the public. The CCA will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

The CCA is constantly innovating in order to provide the best possible experience for its users. As appropriate the CCA will make changes to Yourcllr.com in response to changes in Conservative Party branding. You acknowledge and agree that the form and nature of the Services which the CCA provides may change from time to time without prior notice to you.

The Software which you use may automatically download and install updates from time to time from the CCA. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit the CCA to deliver these to you) as part of your use of the Services.

6. Intellectual Property Rights. The Rights of MATTEON Software Limited ("MATTEON Software's

Rights”). You acknowledge that MATTEON Software Limited (hereinafter referred to as “MATTEON Software”) owns all right, title and interest in and to the designs and themes (both as code, concepts and visual renderings) available on the Service. Furthermore any application code developed or leased by MATTEON Software is the intellectual property of MATTEON Software and may not be reproduced, sold or used for anything other than its intended purpose without the express written permission of a director of MATTEON Software. Likewise code leased to MATTEON Software or the Conservative Councillors’ Association remains the work of the copyright holder. Accordingly, you agree that you will not copy, reproduce, alter, modify or create derivative works from the Service. You also agree that you will not use any automated device, or manual process to monitor or copy any content from the Service. As described immediately below, MATTEON Software’s rights do not include third-party content used as part of the Service, including the content of communications appearing on the Service.

Your Intellectual Property Rights. The CCA claims no ownership or control over any Content submitted, posted or displayed by you on or through CCA services. You retain all copyright to any Content you submit, post or display on or through CCA services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying Content on or through CCA services which are intended to be available to the members of the public, you grant the CCA a worldwide, non-exclusive, royalty-free license to reproduce, publish and distribute such Content on CCA services for the purpose of displaying and distributing CCA services. The CCA furthermore reserves the right to refuse to accept, post, display or transmit any Content in its sole discretion.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content submitted.

7. Resale of the Service. Unless expressly authorised in writing by the CCA, you agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes (a) any portion of the Service, (b) use of the Service or (c) access to the Service.

8. Publicity. Any use of CCA or Conservative Party branding, logos or domain names including “Yourcllr.com” must be in compliance with this Agreement and in compliance with the Conservative Party’s then current Brand Features user guidelines, and any content contained or referenced therein, which may be found at the following URL: http://www.conservatives.com/Get_involved/Party_Logos.aspx (or such other URL the Conservative Party may provide from time to time).

9. Representations and Warranties. You represent and warrant that (a) all of the information provided by you to the CCA to participate in the Service is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

10. Termination; Suspension. The CCA may, in its sole discretion, at any time and for any reason, terminate the Service, terminate this Agreement or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system for some time for back-up or archiving purposes. The CCA will terminate your account if you cease to be a member of the CCA or a Conservative councillor.

11. Indemnification. You agree to hold harmless and indemnify the CCA and its officers, and

employees from and against any third-party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), and legal costs.

12. Entire Agreement. This Agreement, along with the Yourcllr.com Privacy Policy and Yourcllr.com Content Policy, constitute the entire agreement between you and the CCA and governs your use of the Service, superseding any prior agreements between you and the CCA.

13. Waiver and Severability of Terms. The failure of the CCA to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

14. Copyright Information. It is our policy to respond to notices of alleged copyright infringement. You agree that you are solely responsible for (and that the CCA has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which the CCA may suffer) of any such breach. For further information please read the Yourcllr.com Content Policy.

YOURCLLR.COM CONTENT POLICY

There are some boundaries on the type of content that can be hosted with Yourcllr.com. The boundaries we have defined are those that both comply with legal requirements and that serve to enhance the service as a whole.

Please respect these guidelines. From time to time, we may change our content policies so please check the latest version on www.conservativecouncillors.com.

PORNOGRAPHY AND OBSCENITY:

The CCA has a zero-tolerance policy against the following: Image and video content that contains nudity; sexually graphic material or material that is otherwise deemed explicit by the CCA; any material written or image or video content that promotes paedophilia, incest and bestiality; child pornography, pornographic content or that which drives traffic to a pornography site.

HATEFUL CONTENT:

Users may not publish material that promotes hatred towards groups based on race or ethnic origin, religion, disability, gender, age, veteran status and sexual orientation/gender identity.

VIOLENT CONTENT:

Users may not publish direct threats of violence against any person or group of people.

MONITORING COMMENTS:

One of the features of Yourcllr.com is that members of the public can comment on user's material. Users are solely responsible for monitoring these comments, in line with the Yourcllr.com Content Policy.

COPYRIGHT:

It is our policy to respond to clear notices of alleged copyright infringement. Users, and not the CCA, will be liable for such infringement. The CCA's response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the administrator of the affected site or content so that they may make a counter notification. We may also document notices of alleged infringement on which we act. Please note that in addition to being forwarded to the person who provided the allegedly infringing content, a copy of this legal notice may be sent to a third-party which may publish and/or annotate it.

For the purposes of copyright, images are considered under the term Artistic works. These can be: photographs; charts; diagrams; maps; graphs; cartoons; decorative graphics; illustrations; building plans; sculptures; drawings; paintings; logos; engravings; sketches; blueprints; moving images (films and TV broadcasts); and any other media which we deem as such from time to time.

Before you include any of these on Yourcllr.com you must have the permission of the rights-owner - unless you know the image is out of copyright or covered by a licence held by the Conservative Party.

There may be other legal protection preventing you from making use of the work (for example a cartoon character may be registered as a trademark, or performance rights in the cases of films or broadcasts).

PRIVATE AND CONFIDENTIAL INFORMATION:

We do not allow the unauthorised publishing of people's private and confidential information, such as private addresses, credit card numbers, driving and other licence numbers.

IMPERSONATION:

We do not allow impersonation of others through our services in a manner intended to mislead or does mislead or confuse others.

UNLAWFUL USE OF SERVICES:

Our service should not be used for unlawful purposes or for the promotion of dangerous and illegal activities.

SPAM, MALICIOUS CODES AND VIRUSES:

We do not allow spamming or transmission of malware and viruses.

YOURCLLR.COM PRIVACY POLICY

This is a privacy policy for the Yourcllr.com website service as offered by the CCA. Our homepage is located at www.conservativecouncillors.com. If you have any questions about this Privacy Policy, please contact us at cca@conservatives.com or on 020 7984 8155 or write to us at:

CCA
CCHQ
4 Matthew Parker Street
London
SQ1H 9HQ

The CCA has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for Yourcllr.com.

Information we collect and how we use it

In order to provide you with our service, we may collect the following types of information:

- **Information you provide** – When you sign up to Yourcllr.com, we ask you for personal information (such as your name, email address and telephone number).
- **Cookies** – When you visit Yourcllr.com, we send one or more cookies – a small file containing a string of characters – to your computer or other device that uniquely identifies your browser and session information. We use cookies to improve the quality of our service, including for storing user preferences, improving search results and ad selection, and tracking user trends, such as how people search.
- **Log information** – When you access Yourcllr.com services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser.
- **User communications** – When you send email or other communications to the CCA, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.
- **Gadgets** – The CCA may make available third party applications through its services. The information collected by the CCA when you enable a gadget or other application is processed under this Privacy Policy. Information collected by the application or gadget provider is governed by their privacy policies. The CCA accepts no liability for any loss, damage, costs, expenses or claims suffered or incurred by any person or entity as a consequence of using gadgets or plug-ins.
- **Links** – The CCA may present links in a format that enables us to keep track of whether these links have been followed. We use this information to improve the quality of our search technology and customised content.

The CCA only processes personal information for the purposes described in this Privacy Policy. In addition to the above, such purposes include:

- Providing our services;
- Auditing, research and analysis in order to maintain, protect and improve our services;
- Ensuring the technical functioning of our network;
- Protecting the rights or property of Yourcllr.com or our users; and
- Developing new services.

Choices for personal information

When you sign up to Yourcllr.com we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. This may affect the performance of the service.

Information sharing

The CCA does not share any personal information with any other organisations, companies or individuals outside of the CCA except in the following limited circumstances:

- We provide such information to trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of the CCA, its users or the public as required or permitted by law.

Data integrity

The CCA processes personal information only for the purposes for which it was collected and in accordance with this Privacy Policy. We review our data collection, storage and processing practices to ensure that we only collect, store and process the personal information needed to provide or improve our services or as otherwise permitted under this Policy. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

Accessing and updating personal information

When you use Yourcllr.com, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate purposes. We ask individual users

to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup media), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort.

Enforcement

When we receive formal written complaints, it is the CCA's policy to contact the complaining user regarding his or her concerns. We will co-operate with the appropriate regulatory authorities to resolve any complaints regarding the transfer of personal data that cannot be resolved between the CCA and an individual.

Changes to this Privacy Policy

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any Privacy Policy changes on www.conservativecouncillors.com and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes).