AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY
NOTICE OF REGULAR MEETING AND AGENDA

Wednesday, July 11, 2018
11:00 a.m.

Adams County Government Center
4430 S. Adams County Pkwy.
Brighton, CO 80601
Study Session Room, 5th Floor

MEETING AGENDA - THIS AGENDA IS SUBJECT TO CHANGE

I. Call to Order

II. Roll Call

III. Approval of Minutes
   a. May 16, 2018
   b. June 8, 2018
   c. June 27, 2018

IV. Approval of Agenda

V. Administrative Matters

VI. Financial Matters
   a. Process for Review and Discussion of Unsolicited Proposal from the Aerotropolis Area Coordinating Metropolitan District – Tom George, Spencer Fane LLP

VII. Legal Matters
   a. Review, Discussion and Consideration for Approval of Proposed bylaws and other related rules, policies and procedures – Tom George, Spencer Fane LLP

VIII. Miscellaneous Matters
   a. Board Management Software Terms and Agreement

IX. Adjournment
RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY ("Authority")

Held: Wednesday, May 16, 2018 at 1:00 p.m. at:

McGeady Becher P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203

ATTENDANCE

A Special Meeting of the Board of Directors of the Aerotropolis Regional Transportation Authority, County of Adams, Colorado ("Board"), was called and held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following Representatives present and acting:

Matthew Hopper, Aerotropolis Area Coordinating Metropolitan District (the "District")
Nicole Johnston, City of Aurora
Dave Gruber, City of Aurora (the “City”) Charles “Chaz” Tedesco, Adams County
Steve O’Dorisio, Adams County (the “County)

Also present were:

Elisabeth A. Cortese, Esq., McGeady Becher P.C., General Counsel for the District
Emilee D. Hansen, McGeady Becher P.C.
Heidi Miller, Adams County, County Attorney
Michael Hyman, City of Aurora, City Attorney
Ray Gonzales, Adams County, County Manager
Rita Connerly, Fairfield and Woods
Daniel Lynch, Kutak Rock
Jason Batchelor, City of Aurora, Interim City Manager
Carla Ferreira, District Alternate to Authority
Todd Johnson, Terra Forma Solutions

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: Ms. Cortese discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to
disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. Director Tedesco disclosed that he is Vice-Chair of the E-470 Public Highway Authority.

**Agenda, Approval of Meeting Location and Posting of Notices, Confirmation of Quorum:** The Agenda for the Authority’s special meeting was distributed for review. Following discussion, the Agenda was approved as presented. Ms. Cortese reported that notices were duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries have been received.

**Confirm Filing of Organizational Documents:** Ms. Cortese confirmed that the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority was filed with the Division of Local Government (the “Division”) and that the Division issued a Certificate of Organization on April 11, 2018.

**Appointment of Officers:** Director O’Dorisio reviewed the responsibilities of each office as outlined in the Intergovernmental Agreement. Following discussion, the following slate of officers was approved:

- **Chairperson:** Matthew Hopper
- **Vice-Chair:** Dave Gruber
- **Treasurer:** Steve O’Dorisio
- **Secretary:** Nicole Johnston

**Discussion Regarding Policies and Procedures to Govern Conduct, Business Location and Contact Information:** Following a brief discussion, the Board agreed to defer any action related to Policies or Bylaws until General Counsel has been engaged.

**Discussion Regarding Establishing 2018 Meeting Dates, Times and Location:** Following discussion, the Board agreed to set Regular Meeting dates for every Wednesday at 11:00 a.m. alternating location between the City and the County. The City agreed to handle preparation of the agenda and posting of notices for the next meeting scheduled for May 23, 2018.
Engagement of General Counsel: Following discussion, the Members of the Authority authorized their respective legal counsel to coordinate and provide referrals.

Engagement of Bond Counsel: Following discussion, the Members of the Authority authorized their respective legal counsel to coordinate and provide referrals.

Discussion Regarding Engagement of Consultants: Discussion deferred.

Discussion Regarding Management Services: Discussion deferred.

**FINANCIAL MATTERS**

Establishment of the Aerotropolis Regional Transportation Authority Operating Account: The Board discussed the establishment of an operating account for the Authority. Following discussion, upon motion duly made by Chairperson Hopper seconded by Vice-Chair O’Dorisio and, upon vote, unanimously carried the Board authorized the Treasurer and the County staff to coordinate matters related to establishing a bank account.

Discussion Regarding Preparation of Proposed 2018 Budget: The Board discussed the requirement to adopt a Budget for fiscal year 2018. Following discussion, upon motion duly made by Chairperson Hopper seconded by Vice-Chair O’Dorisio and, upon vote, unanimously carried the Board authorized the Treasurer and County staff to coordinate matters related to engagement of a qualified individual to prepare the 2018 Budget.

Set Hearing Date for 2018 Budget: Deferred.

**OTHER BUSINESS**

Discussion Regarding Utility Infrastructure: Deferred.

**ADJOURNMENT**

There being no further business to come before the Board and following discussion and upon motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

The foregoing record constitutes a true and correct copy of the Minutes of the above-referenced meeting.
THESE MINUTES ARE APPROVED AS THE OFFICIAL MAY 16, 2018 MINUTES OF THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY THE MEMBERS OF THE BOARD OF DIRECTORS SIGNING BELOW:

Matthew Hopper

Dave Gruber

Nicole Johnston

Charles “Chaz” Tedesco

Steve O’Dorisio
Held:  Friday June 8th, 2018 at 11:00 a.m. at:
5th Floor Study Session Room
Adams County Government Center
4430 S. Adams County Pkwy.
Denver, CO 80203

CALL TO ORDER
Chairman Hopper called the meeting to order.

ATTENDANCE
A Special Meeting of the Board of Directors of the Aerotropolis Regional Transportation Authority, County of Adams, Colorado ("Board"), was called and held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following Representatives present and acting:

Matthew Hopper, Aerotropolis Area Coordinating Metropolitan District (the “District”)
Nicole Johnston, City of Aurora (the “City”)
Dave Gruber, City of Aurora (the “City”)
Charles “Chaz” Tedesco, Adams County (the “County”)
Steve O’Dorisio, Adams County (the “County”)

Also present were:

Elisabeth A. Cortese, Esq., McGeady Becher P.C., General Counsel for the District
Carla Ferreira, District Alternate to Authority
Todd Johnson, Terra Forma Solutions
Jack Bajorek, Aurora City Attorney’s Office
Heidi Miller, County Attorney
Dylan Monke, Adams County Manager’s Office
Bryan Ostler, Adams County Deputy Manager
Raymond H. Gonzales, Adams County Manager
Rick Kron, Authority Counsel, Spencer Fane LLP
Tom George, Authority Counsel, Spencer Fane LLP

APPROVAL OF MINUTES
No minutes from prior meetings were presented for approval by the Board. The Board had previously scheduled a meeting for May 16, 2018; however, because notice for the May 16, 2018, meeting was not properly posted, the meeting was not held and no official business of the Authority was conducted.
APPROVAL OF AGENDA
The Board discussed the meeting agenda as proposed. Following discussion, upon motion duly made by Director Tedesco, seconded by Director Gruber, and, upon vote, the Board unanimously approved the agenda.

ADMINISTRATIVE MATTERS

Consideration of Letter of Engagement for General Counsel Services – Norman “Rick” Kron and Tom George, Spencer Fane LLP
The Board discussed engaging Spencer Fane LLP to provide general counsel legal services to the Authority. Following discussion, the Board, upon motion duly made by Director Tedesco, seconded by Director Gruber, and, upon vote, unanimously approved engaging Spencer Fane LLP and directed Chairperson Hopper to execute the proposed engagement letter.

Discussion of Administrative Support Work Plan – Ray Gonzales, County Manager and Jason Batchelor, Interim City Manager
The Board discussed dividing the Authority’s administrative support duties among the City, the County and the District. As proposed, the City would provide financial and administrative support, the County would provide IT and clerk support, and the District would provide project support through marketing and financial planning. Following discussion, the Board approved the proposed arrangement.

FINANCIAL MATTERS

Presentation and Discussion of Draft Financing Plan– Aerotropolis Area Coordinating Metropolitan District
Ms. Cortese and Director Hopper presented to the Board a proposed arrangement whereby the District would prepare and facilitate the execution of the Authority’s financial plan. The Board discussed generally the need for checks and balances, the need for separate accounts for all three parties within the Authority, as well as components of formal review by the Members’ governing bodies prior to Authority approval. No action was taken at this time.

Presentation and Discussion of an Unsolicited Proposal to Design, Construct and Finance the Capital Plan – Aerotropolis Area Coordinating Metropolitan District
Ms. Cortese and Director Hopper presented to the Board the District’s unsolicited proposal whereby the District would generally facilitate the design, construction and financing of public improvements through an IGA with the Authority. The Board discussed the proposed agreement in concept. No action was taken at this time.

Discussion of funding for various services – Raymond H. Gonzales, County Manager
Mr. Gonzales presented to the Board the proposal for collecting $1M in total seed funding from the three Members to address initial administrative costs of the Authority. The Board discussed obtaining letters of support from each of the Member entities, which letters would require formal review and approval by the respective governing bodies. No action was taken at this time.
**LEGAL MATTERS**

Discussion of bylaws and other related rules, policies and procedures – Norman “Rick” Kron and Tom George, Spencer Fane LLP

Mr. Kron presented to the Board initial draft bylaws. Following discussion, the Board directed Mr. Kron and Mr. George to research bylaws of similarly situated entities, to revise the draft bylaws to include a “code of ethics” or similar provisions, and to prepare a revised set of bylaws for consideration by the Board at its next meeting.

**MISCELLANEOUS MATTERS**

Recommendation on Branding and Marketing

The Board reviewed and discussed proposals for an Authority logo. Director Gruber volunteered to lead the Authority branding and marketing effort in collaboration with the relevant County and City offices. No action was taken at this time.

**ADJOURNMENT**

There being no further business to come before the Board, upon motion duly made, seconded and unanimously carried, the Board adjourned the meeting.
The foregoing record constitutes a true and correct copy of the Minutes of the above-referenced meeting.

__________________________________________
Secretary

THE FOREGOING MINUTES ARE APPROVED AS THE OFFICIAL June 8, 2018 MINUTES OF THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY THE MEMBERS OF THE BOARD OF DIRECTORS SIGNING BELOW:

_____________________________
Matthew Hopper

_____________________________
Dave Gruber

_____________________________
Nicole Johnston

_____________________________
Charles “Chaz” Tedesco

_____________________________
Steve O’Dorisio
RECORD OF PROCEEDINGS
MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY
(the “Authority”)

Held: Wednesday June 27th, 2018 at 11:00 a.m. at:
5th Floor Study Session Room
Adams County Government Center
4430 S. Adams County Pkwy.
Denver, CO 80203

CALL TO ORDER
Chairman Hopper called the meeting to order at 11:13 a.m.

ATTENDANCE
A Special Meeting of the Board of Directors of the Aerotropolis Regional Transportation Authority, County of Adams, Colorado (“Board”), was called and held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following Representatives present and acting:

Matthew Hopper, Aerotropolis Area Coordinating Metropolitan District (the “District”)
Nicole Johnston, City of Aurora (the “City”)
Dave Gruber, City of Aurora (the “City”)
Charles “Chaz” Tedesco, Adams County (the “County”)
Steve O’Dorisio, Adams County (the “County”)

Also present were:

Elisabeth A. Cortese, Esq.
Carla Ferreira, District Alternate to Authority
Todd Johnson, Terra Forma Solutions
Heidi Miller, County Attorney
Dylan Monke, Adams County Manager’s Office
Bryan Ostler, Adams County Deputy Manager
Raymond H. Gonzales, Adams County Manager
Tom George, Authority Counsel, Spencer Fane LLP
Alisha Reis, Deputy County Manager
Ben Dahlman, Adams County Finance Director
Michael J. Hyman, Aurora City Attorney’s Office
Jason Batchelor, Interim City Manager of Aurora
Michael Sheldon, Sheldon & Associates

APPROVAL OF MINUTES
No minutes from prior meetings were presented for approval by the Board.
APPROVAL OF AGENDA
The Board discussed the meeting agenda as proposed. Following discussion, upon motion duly made by Chairperson Gruber, seconded by Vice-Chairperson O’Dorisio, and, upon vote, the Board unanimously approved the agenda.

ADMINISTRATIVE MATTERS
No administrative matters were discussed.

FINANCIAL MATTERS

Review and Discussion of Unsolicited Proposal from the Aerotropolis Area Coordinating Metropolitan District
Mr. George presented the Board with a memorandum summarizing the District’s proposal and suggested that the memorandum be used as a tool to guide review of the proposal by the Board and member staff. The Board did not take any action on the proposal and tabled the matter for discussion at its next meeting.

Discussion of funding for various services
Jason Batchelor, Interim City Manager, presented to the Board the City’s ability to provide separate financial services to the Authority, including the separation of funds and utilizing a separate source for checking and administering financial accounting through City infrastructure so that all banking relationships and any external facing matters would be serviced as though by the Aerotropolis Regional Transportation Authority. The City is willing to provide these services in kind. Following discussion, the Board directed legal counsel to prepare the necessary service agreement with the City.

LEGAL MATTERS

Review, Discussion and Consideration for Approval of Proposed bylaws and other related rules, policies and procedures
Mr. George presented the proposed draft Bylaws for consideration by the Board. The Board engaged in a lengthy discussion regarding the Bylaws with particular emphasis on Article 3, Code of Ethics, and the importance of establishing clear direction on potential conflicts of interests and the requirements for Board members to disclose the same prior to taking official actions. The Board directed Mr. George to revise the Bylaws as discussed and to submit a revised draft for consideration by the Board at its next meeting.

Discussion of Bond Counsel
The Board discussed the need for the Authority to engage separate bond counsel and a municipal financial advisor to advise the Board on its long term financial obligations. The Board directed Mr. George, with the assistance of legal counsel for each of the members, to solicit proposals from several agreed upon firms to provide the required services for consideration by the Board at its next meeting.

MISCELLANEOUS MATTERS

Recommendation on Branding and Marketing – Logo design and Website
Director Gruber reported that he is continuing to work on a proposed logo and other branding information and he will provide the Board with an update at a later time. County staff reported that the Authority’s website is nearly functional, but that it needs content. No action was taken by the Board.

**Board Management Software considerations**
Mr. Monke presented his assessment of Board management software available for the Board’s use and recommended the selection of BoardPaq. Mr. Monke also described the monthly and annual costs associated with utilizing BoardPaq. Following discussion, upon motion by Director Gruber, seconded by Director Johnston, the Board unanimously approved the use of BoardPaq and directed Mr. Monke and County staff to facilitate its implementation.

**Request for Groundbreaking Event**
Mr. Sheldon requested the Board support and attend a groundbreaking event to signify the unification of the County, the City and the District through the creation of the Authority. The Board discussed potential dates for holding such an event and directed their respective staff members to collaborate to identify a potential date to hold the event in July.

**ADJOURNMENT**
There being no further business to come before the Board, upon motion duly made, seconded and unanimously carried, the Board adjourned the meeting at 1:02 p.m.
The foregoing record constitutes a true and correct copy of the Minutes of the above-referenced meeting.

________________________________________
Secretary

THE FOREGOING MINUTES ARE APPROVED AS THE OFFICIAL June 22, 2018 MINUTES OF THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY THE MEMBERS OF THE BOARD OF DIRECTORS SIGNING BELOW:

_____________________________
Matthew Hopper

_____________________________
Dave Gruber

_____________________________
Nicole Johnston

_____________________________
Charles “Chaz” Tedesco

_____________________________
Steve O’Dorisio
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

BYLAWS

Adopted July 11, 2018
by the Board of Directors
of the
Aerotropolis Regional Transportation Authority
ARTICLE 1: INTRODUCTION; PURPOSE

The Aerotropolis Regional Transportation Authority (the “Authority” or “ARTA”) was established by intergovernmental agreement dated February 27, 2018 (the “Establishing Agreement”), by and between the Board of County Commissioners of the County of Adams (the “County”), the City of Aurora (the “City”), and the Aerotropolis Area Coordinating Metropolitan District (the “District”) (collectively, the “Members”), for the general purpose of furthering and supporting the public interest and economic health of the region and to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements.

These Bylaws (“Bylaws”) are adopted by the Board of Directors of the Authority (“Board”) (each Director a “Director” or “Board Member”) in order to facilitate the conduct of Authority meetings, promote smooth operations and set forth the Authority’s code of ethics, all to better serve the public. The Board has determined that these Bylaws serve the public interest and are in the best interests of Authority.

All capitalized terms used but not defined herein shall have the meaning set forth in the Establishing Agreement. In the event of any conflict between the provisions of these Bylaws and the Establishing Agreement or local, state or federal law, the Establishing Agreement and such law shall control.

ARTICLE 2: PROTOCOLS AND GUIDELINES

a. Officers

Consistent with the Establishing Agreement, the Board may appoint as officers of the Authority a Chair, Vice Chair, Secretary, Treasurer and Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

b. Calling Board Meetings

1. The Board shall meet regularly, once per quarter, or more frequently as determined by the Board. Meetings shall be held at the City, County, or District offices on a flexible rotating basis, or in another convenient location as reasonably determined by the Chair.

2. A special meeting of the Board may be requested by any Board Member by asking the Chair to call a special meeting; however, whether to hold a special meeting is in the discretion of the Chair (or Vice Chair in the absence of the Chair).

3. All Board Members and Alternate Directors will be informed of the date, time, and place of all meetings. Public notice of meetings will be given as required by law. The Executive Director may give such additional notices of meetings as the Executive Director reasonably determines or as directed by the Board. Notices of meetings will include specific
c. Pre-meeting activities

1. Any Board Member, the Executive Director, or the Authority’s legal counsel (“Legal Counsel”) may ask the Chair or Executive Director to include an item for discussion and possible action on any meeting agenda. The Chair shall, if practicable, include the requested item on the agenda unless the request is made too late to be included on the agenda, or the item can be, or has been, resolved outside of a meeting.

2. Except in an emergency or for good cause, the request to add an agenda item is to be made at least 48 hours prior to a meeting. Written requests are preferred. The addition of appropriate items to the “consent agenda,” rather than the “discussion agenda” is encouraged.

3. The Board, Executive Director, and Legal Counsel are discouraged from adding items to the agenda at the Board meeting. Nonetheless, the agenda may be modified at a meeting with the consent of the Chair or the Board. (Legal Counsel has advised that actions on certain items added to an agenda at or prior to the meeting without giving public notice can be void in some situations).

4. If possible, the Board packet is to be furnished to the Board and Alternate Directors at least 48 hours before a regular meeting and at least 24 hours prior to a special meeting.

5. Potential conflicts of interest will be disclosed in advance of meetings and at meetings as provided by law.

6. To the extent possible, questions concerning agenda items by a Board Member should be addressed to the Chair or Executive Director prior to a meeting to avoid utilizing meeting time on questions that can be resolved without Board involvement.

7. Questions by a Board Member for the Authority’s Legal Counsel or other consultants should be discussed with the Chair or the Executive Director before the Board Member calls or emails the Authority’s Legal Counsel or other consultants whenever possible. The intent of this protocol is to avoid incurring unnecessary legal and consultant fees whenever possible.

8. The Board strongly encourages discussions in Board committees, if any such committees are created. Any such committees are to make recommendations to the Board, and do not have decision making authority.

d. At Meetings

1. All Board Members are expected to attend all meetings.
2. All Board Members are to strive to be on time to meetings.

3. Board Members may attend a meeting by conference telephone, if necessary. Attendance by telephone should be arranged with the Chair and the Executive Director (or their designee) in advance of a meeting to be sure the technical details of the conference call are prepared.

4. Once a quorum is present (in person or by phone), the Chair may begin business as soon as the time of the meeting arrives. A majority of the Board then in office who are eligible to vote shall constitute a quorum.

5. Discussion of items on the consent agenda is discouraged. Questions about the consent agenda should be directed to the Chair or Executive Director prior to the meeting.

6. Board Members, staff, and consultants will disclose potential conflicts of interest on an agenda item prior to the start of discussion on the particular item, shall not attempt to influence the Board concerning any vote on the item, and shall not vote on the item except as allowed by law. A person with a potential conflict may answer factual or technical questions concerning the matters involving the conflict. The Member’s Alternate Director without a conflict may vote on a matter if a Director cannot vote due to a conflict.

7. Board Members are expected to be courteous and respectful to each other, customers, staff, and consultants, and vice versa. Any Board Member may bring a perceived lack of courtesy or respect to the attention of the Board.

8. Any Board Member, including the Chair, may make or second a motion.

9. Except as otherwise set forth herein or in the Establishing Agreement, the affirmative vote of a majority of the Directors then in office who are eligible to vote and are present and voting at a meeting is sufficient to pass any motion or resolution, with the exception of a motion to enter executive session, which by law requires at least a two-thirds vote of the quorum present. A motion or resolution loses on a tie vote. (See Establishing Agreement, Sec. 4.02).

10. Unless prohibited from voting on an item by law (i.e., a conflict of interest exists and voting is prohibited), all Board Members (including the Chair) are to vote on all motions and resolutions, without abstentions. Proxy voting is not allowed. A vote by an Alternate Director pursuant to Section 3.03 of the Establishing Agreement is not a proxy vote.

f. After the Meeting

1. To the extent possible, staff and consultants who are present at the conclusion of a meeting shall make themselves available for questions from Board Members; however, no more than two Board Members shall participate in the same after-meeting discussion about official Authority business.
2. Board Members and others present in an executive session shall not disclose the contents of the discussion that took place in the executive session except to Board Members, as directed by the Board, or as required by law; provided, Board Members may at any time disclose and discuss the contents of discussions that take place in Authority executive sessions with the board or council of their respective member entities so long as such information is shared in a manner and forum that reasonably maintains the confidential or sensitive nature of the information shared. The Board Members are aware that attorney-client privileged information shared between the Board Members and the Authority’s legal counsel may no longer be considered privileged if such information is shared outside the Authority, including but not limited to with the boards or council of their respective member entities. Disclosure of the content of the discussion of an executive session in contravention of this provision may be a breach of the Board Members’ duty to ARTA.

3. Board Members are to review the minutes of the prior Board meeting to confirm that any motions and resolutions adopted by the Board and the minutes are in substantial compliance with the intent of the Board. (The intent of this protocol is to encourage the Board to review the minutes and check to be sure the records are accurate. The “substantial compliance” standard is intended to avoid having to state motions with painful precision at the meeting and to allow editing of a motion for clarity).

g. Protocols Unrelated to Meetings

1. The Chair and the Executive Director are the spokespersons for the Authority. Board Members and others are strongly encouraged to direct questions from the media to them for response.

2. Board Members owe a duty of loyalty to the Authority. Constructive examination and recommendations for the improvement of the Authority are encouraged. As the governing body of the Authority, Board Members are encouraged to be honest and positive about the Authority.

3. Board Members should encourage good staff and consultant morale and public relations.

4. Board Member comments about staff or consultants should be channeled through the Chair or Executive Director, especially negative comments.

5. Board Members, staff, and consultants should conduct themselves with professionalism.

6. All payments by the Authority to be made by check, draft or otherwise shall require the signature of at least two Board Members. The signatures required by this provision may be provided by reasonably secure electronic means.

7. The Authority may in its discretion implement and utilize computer
software, online programs, electronic devices and other administrative management tools in order to facilitate the operation and administration of the Authority, including to carry out the administrative procedures set forth in these Bylaws; provided, any and all administrative management tools utilized by the Authority shall comply with applicable law, including but not limited to the Colorado Open Meetings Law and the Colorado Open Records Act.

ARTICLE 3: CODE OF ETHICS

a. Introduction

The constituents of the County, City and District are entitled to have a fair, ethical, and accountable local government that has earned the public’s full confidence for integrity. The Authority adopts this Code of Ethics as part of these Bylaws to assure public confidence in local government and its effective and fair operation and to ensure that the Authority complies with all applicable State and local laws relating to conflicts of interest and ethics.

Integrity in government requires that decision-makers be independent, impartial, and accountable to those they serve, to that end, all Directors and staff of the Authority must carry out their duties in accordance with the following principles:

1. As public servants, Board Members are stewards of the public trust, entrusted with and responsible for the property and resources of the Members and shall carry out their duties for the benefit of the constituents of the Authority.

2. The constituents of the County, City and District expect and deserve their public servants to act with courtesy, impartiality, honesty, and openness in the performance of their duties.

3. The Board and all staff of the Authority must always perform their duties on behalf of the Authority with the best interests of the Authority mind, and not for any personal interest or for the interest of family, friends, or business and political associates.

4. Governmental decisions and policies are made utilizing the proper channels of the government structure, free of coercive or other improper influence.

5. To gain and retain public confidence in government operations, the Board and all staff and consultants of the Authority must avoid even the appearance of impropriety.

b. Intent

The purpose of this Article is to provide the Board and all staff of the Authority the tools and resources necessary to conduct themselves in the most ethical and appropriate manner possible and to ensure that the Authority operates in accordance with its mission, governing principles, and values.

It is the intent of the Authority that the Board and all staff of the Authority adhere to high

6
levels of ethical conduct so that the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. The Board and all staff of the Authority should comply with both the letter and spirit of this Article and strive to avoid situations which create impropriety or the appearance of impropriety.

c. Applicability

These Bylaws and this Article apply to the Board and all staff of the Authority. The provisions of these Bylaws and this Article shall apply in addition to all applicable federal, state and local laws relating to conflicts of interest and ethics including, but not limited to, the Colorado Constitution, Article XXIX, Colorado Revised Statutes § 24-18-101, et seq., and all applicable rules, regulations, policies and procedures of the County, the City, or the District.

d. Conflicts of Interest

No member of the Board or any staff of the Authority should have any direct or indirect interest, financial or otherwise, engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest, except as permitted by law.

1. Misappropriation of Authority Resources: No member of the Board or any staff of the Authority shall misappropriate to himself, herself or to others the property, services or other resources of the Authority for private purpose or other compensated non-governmental purposes.

2. Favoritism: The members of the Board and staff of the Authority shall guard against any relationship that creates conflicts of interest or which might be reasonably construed as evidence of favoritism, coercion, unfair advantage, or collusion.

3. Improper Influence: The members of the Board and staff of the Authority should not act in a manner that creates by his or her conduct a reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.

4. Privileges or Exemptions: The members of the Board and staff of the Authority should not use or attempt to use his or her official position to secure privileges or exemptions for himself, herself or others.

5. Protection of Public Trust: The members of the Board and staff of the Authority should endeavor to pursue a course of conduct which will not raise suspicion among the members of the public that he or she is likely to be engaged in acts that are in violation of the public trust.

6. Official Actions: The members of the Board and staff of the Authority shall not take any direct or official action on any matter in which the Director, staff member or a
relative or business associate has any substantial employment, contractual, or financial interest, and shall not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking, except as permitted by law.

7. Contracting & Transacting Business:

The members of the Board and staff of the Authority shall not, in their official or private capacity, offer for sale or sell goods or services to the Authority related to the operation or administration of the Authority. A waiver of this prohibition may be granted by the Board in its discretion where the circumstances clearly demonstrate that there is no conflict of interest or appearance of a conflict presented by the proposed sale to the Authority of goods or services related to the operation or administration of the Authority.

The members of the Board and staff of the Authority shall not, for their own private purposes, directly or indirectly obtain goods or services for anything less than fair market value from any contractor or vendor that performs work for the Authority.

The members of the Board and staff of the Authority should not engage in any transaction as representative or agent of the Authority with any relative, business associate, or business entity in which he or she has a direct or indirect financial interest, except as permitted by law.

8. Personal Investments & Business Ventures: The members of the Board and staff of the Authority should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly involved in decisions to be made by him or her or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest, except as permitted by law.

e. Confidential Information

The members of the Board and staff of the Authority shall not use any confidential information received by virtue of that person’s office or employment for any private purpose, including but without limitation to commercial purposes, financial gain, or present or future employment, and may only use confidential information in the conduct of his or her official Authority duties, except as required or permitted by law.

f. Political Solicitations

1. The members of the Board and staff of the Authority shall not engage in political campaigning at Authority meetings or public hearings. The members of the Board and staff of the Authority shall not use public resources for political campaigning.

2. The members of the Board and staff of the Authority may in their private capacity give financial or other support to political parties and candidates for elected office, unless otherwise restricted.
3. The members of the Board and staff of the Authority shall not directly or indirectly compel or induce a subordinate employee to make or promise to make any political contribution, whether by gift of money, service or other thing of value.

4. The members of the Board and staff of the Authority shall not make any employment recommendation or decision based on political affiliation, participation or contribution.

**g. Hiring of Relatives**

The purpose of this section is to avoid favoritism and the appearance of favoritism by officials or employees. “Relative” as used herein shall mean a spouse, domestic partner, fiancé/fiancée, parent(s), child(ren), brother(s), sister(s), aunt(s), uncle(s), grandparent(s), or grandchild(ren), including “in-law” and “step” relatives. The term “relative” also applies to any person who is a member of the household of an employee regardless of family relationship.

1. The members of the Board and staff of the Authority shall not appoint, hire, or advocate for the appointment or hiring of any person who is a relative of such members of the Board or staff of the Authority.

2. The members of the Board and staff of the Authority shall not participate directly or indirectly in the recruitment and selection process that involves a relative.

3. The members of the Board and staff of the Authority shall not directly or indirectly exercise supervisory, appointment or dismissal or disciplinary authority over any relative.

4. The members of the Board and staff of the Authority shall not audit, verify, receive or be entrusted with monies received or handled by a relative.

[remainder of page intentionally left blank]
These Bylaws are adopted and effective the ___ day of _________________, 2018, and may be amended at any time by the Board.

BOARD OF DIRECTORS,
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

______________________________
Chair
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

BYLAWS

Adopted ________
by the Board of Directors
of the Aerotropolis Regional Transportation Authority
ARTICLE 1: INTRODUCTION; PURPOSE

The Aerotropolis Regional Transportation Authority (the “Authority” or “ARTA”) was established by intergovernmental agreement dated February 27, 2018 (the “Establishing Agreement”), by and between the Board of County Commissioners of the County of Adams (the “County”), the City of Aurora (the “City”), and the Aerotropolis Area Coordinating Metropolitan District (the “District”) (collectively, the “Members”), for the general purpose of furthering and supporting the public interest and economic health of the region and to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements.

These Bylaws ("Bylaws") are adopted by the Board of Directors of the Authority ("Board") (each Director a “Director” or “Board Member”) in order to facilitate the conduct of Authority meetings, promote smooth operations and set forth the Authority’s code of ethics, all to better serve the public. The Board has determined that these Bylaws serve the public interest and are in the best interests of Authority.

All capitalized terms used but not defined herein shall have the meaning set forth in the Establishing Agreement. In the event of any conflict between the provisions of these Bylaws and the Establishing Agreement or local, state or federal law, the Establishing Agreement and such law shall control.

ARTICLE 2: PROTOCOLS AND GUIDELINES

a. Officers

Consistent with the Establishing Agreement, the Board may appoint as officers of the Authority a Chair, Vice Chair, Secretary, Treasurer and Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

b. Calling Board Meetings

1. The Board shall meet regularly, once per quarter, or more frequently as determined by the Board. Meetings shall be held at the City, County, or District offices on a flexible rotating basis, or in another convenient location as reasonably determined by the Chair.

2. A special meeting of the Board may be requested by any Board Member by asking the Chair to call a special meeting; however, whether to hold a special meeting is in the discretion of the Chair (or Vice Chair in the absence of the Chair).

3. All Board Members and Alternate Directors will be informed of the date, time, and place of all meetings. Public notice of meetings will be given as required by law. The Executive Director may give such additional notices of meetings as the Executive Director reasonably determines or as directed by the Board. Notices of meetings will include specific
agenda information when possible.

c. Pre-meeting activities

1. Any Board Member, the Executive Director, or the Authority’s legal counsel (“Legal Counsel”) may ask the Chair or Executive Director to include an item for discussion and possible action on any meeting agenda. The Chair shall, if practicable, include the requested item on the agenda unless the request is made too late to be included on the agenda, or the item can be, or has been, resolved outside of a meeting.

2. Except in an emergency or for good cause, the request to add an agenda item is to be made at least 48 hours prior to a meeting. Written requests are preferred. The addition of appropriate items to the “consent agenda,” rather than the “discussion agenda” is encouraged.

3. The Board, Executive Director, and Legal Counsel are discouraged from adding items to the agenda at the Board meeting. Nonetheless, the agenda may be modified at a meeting with the consent of the Chair or the Board. (Legal Counsel has advised that actions on certain items added to an agenda at or prior to the meeting without giving public notice can be void in some situations).

4. If possible, the Board packet is to be furnished to the Board and Alternate Directors at least 48 hours before a regular meeting and at least 24 hours prior to a special meeting.

5. Potential conflicts of interest will be disclosed in advance of meetings and at meetings as provided by law.

6. To the extent possible, questions concerning agenda items by a Board Member should be addressed to the Chair or Executive Director prior to a meeting to avoid utilizing meeting time on questions that can be resolved without Board involvement.

7. Questions by a Board Member for the Authority’s Legal Counsel or other consultants should be discussed with the Chair or the Executive Director before the Board Member calls or emails the Authority’s Legal Counsel or other consultants whenever possible. The intent of this protocol is to avoid incurring unnecessary legal and consultant fees whenever possible.

8. The Board strongly encourages discussions in Board committees, if any such committees are created. Any such committees are to make recommendations to the Board, and do not have decision making authority.

d. At Meetings

1. All Board Members are expected to attend all meetings.
2. All Board Members are to strive to be on time to meetings.

3. Board Members may attend a meeting by conference telephone, if necessary. Attendance by telephone should be arranged with the Chair and the Executive Director (or their designee) in advance of a meeting to be sure the technical details of the conference call are prepared.

4. Once a quorum is present (in person or by phone), the Chair may begin business as soon as the time of the meeting arrives. A majority of the Board then in office who are eligible to vote shall constitute a quorum.

5. Discussion of items on the consent agenda is discouraged. Questions about the consent agenda should be directed to the Chair or Executive Director prior to the meeting.

6. Board Members, staff, and consultants will disclose potential conflicts of interest on an agenda item prior to the start of discussion on the particular item, shall not attempt to influence the Board concerning any vote on the item, and shall not vote on the item except as allowed by law. A person with a potential conflict may answer factual or technical questions concerning the matters involving the conflict. The Member’s Alternate Director without a conflict may vote on a matter if a Director cannot vote due to a conflict.

7. Board Members are expected to be courteous and respectful to each other, customers, staff, and consultants, and vice versa. Any Board Member may bring a perceived lack of courtesy or respect to the attention of the Board.

8. Any Board Member, including the Chair, may make or second a motion.

9. Except as otherwise set forth herein or in the Establishing Agreement, the affirmative vote of a majority of the Directors then in office who are eligible to vote and are present and voting at a meeting is sufficient to pass any motion or resolution, with the exception of a motion to enter executive session, which by law requires at least a two-thirds vote of the quorum present. A motion or resolution loses on a tie vote. (See Establishing Agreement, Sec. 4.02).

10. Unless prohibited from voting on an item by law (i.e., a conflict of interest exists and voting is prohibited), all Board Members (including the Chair) are to vote on all motions and resolutions, without abstentions. Proxy voting is not allowed. A vote by an Alternate Director pursuant to Section 3.03 of the Establishing Agreement is not a proxy vote.

f. After the Meeting

1. To the extent possible, staff and consultants who are present at the conclusion of a meeting shall make themselves available for questions from Board Members; however, no more than two Board Members shall participate in the same after-meeting discussion about official Authority business.
2. Board Members and others present in an executive session shall not disclose the contents of the discussion that took place in the executive session except to Board Members, as directed by the Board, or as required by law; provided, Board Members may at any time disclose and discuss the contents of discussions that take place in Authority executive sessions with the board or council of their respective member entities so long as such information is shared in a manner and forum that reasonably maintains the confidential or sensitive nature of the information shared. The Board Members are aware that attorney-client privileged information shared between the Board Members and the Authority’s legal counsel may no longer be considered privileged if such information is shared outside the Authority, including but not limited to with the boards or council of their respective member entities. Disclosure of the content of the discussion of an executive session in contravention of this provision may be a breach of the Board Members’ duty to ARTA.

3. Board Members are to review the minutes of the prior Board meeting to confirm that any motions and resolutions adopted by the Board and the minutes are in substantial compliance with the intent of the Board. (The intent of this protocol is to encourage the Board to review the minutes and check to be sure the records are accurate. The “substantial compliance” standard is intended to avoid having to state motions with painful precision at the meeting and to allow editing of a motion for clarity).

   g. Protocols Unrelated to Meetings

1. The Chair and the Executive Director are the spokespersons for the Authority. Board Members and others are strongly encouraged to direct questions from the media to them for response.

2. Board Members owe a duty of loyalty to the Authority. Constructive examination and recommendations for the improvement of the Authority are encouraged. As the governing body of the Authority, Board Members are encouraged to be honest and positive about the Authority.

3. Board Members should encourage good staff and consultant morale and public relations.

4. Board Member comments about staff or consultants should be channeled through the Chair or Executive Director, especially negative comments.

5. Board Members, staff, and consultants should conduct themselves with professionalism.

6. All payments by the Authority to be made by check, draft or otherwise shall require the signature of at least two Board Members. The signatures required by this provision may be provided by reasonably secure electronic means.

7. The Authority may in its discretion implement and utilize computer
software, online programs, electronic devices and other administrative management tools in order to facilitate the operation and administration of the Authority, including to carry out the administrative procedures set forth in these Bylaws; provided, any and all administrative management tools utilized by the Authority shall comply with applicable law, including but not limited to the Colorado Open Meetings Law and the Colorado Open Records Act.

ARTICLE 3: CODE OF ETHICS

a. Introduction

The constituents of the County, City and District are entitled to have a fair, ethical, and accountable local government that has earned the public's full confidence for integrity. The Authority adopts this Code of Ethics as part of these Bylaws to assure public confidence in local government and its effective and fair operation and to ensure that the Authority complies with all applicable State and local laws relating to conflicts of interest and ethics.

Integrity in government requires that decision-makers be independent, impartial, and accountable to those they serve, to that end, all Directors and staff of the Authority must carry out their duties in accordance with the following principles:

1. As public servants, Board Members are stewards of the public trust, entrusted with and responsible for the property and resources of the Members and shall carry out their duties for the benefit of the constituents of the Authority.

2. The constituents of the County, City and District expect and deserve their public servants to act with courtesy, impartiality, honesty, and openness in the performance of their duties.

3. The Board and all staff of the Authority must always perform their duties on behalf of the Authority with the best interests of the Authority mind, and not for any personal interest or for the interest of family, friends, or business and political associates.

4. Governmental decisions and policies are made utilizing the proper channels of the government structure, free of coercive or other improper influence.

5. To gain and retain public confidence in government operations, the Board and all staff and consultants of the Authority must avoid even the appearance of impropriety.

b. Intent

The purpose of this Article is to provide the Board and all staff of the Authority the tools and resources necessary to conduct themselves in the most ethical and appropriate manner possible and to ensure that the Authority operates in accordance with its mission, governing principles, and values.

It is the intent of the Authority that the Board and all staff of the Authority adhere to high
levels of ethical conduct so that the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. The Board and all staff of the Authority should comply with both the letter and spirit of this Article and strive to avoid situations which create impropriety or the appearance of impropriety.

c. Applicability

These Bylaws and this Article apply to the Board and all staff of the Authority. The provisions of these Bylaws and this Article shall apply in addition to all applicable federal, state and local laws relating to conflicts of interest and ethics including, but not limited to, the Colorado Constitution, Article XXIX, Colorado Revised Statutes § 24-18-101, et seq., and all applicable rules, regulations, policies and procedures of the County, the City, or the District.

d. Conflicts of Interest

No member of the Board or any staff of the Authority should have any direct or indirect interest, financial or otherwise, engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest, except as permitted by law.

1. Misappropriation of Authority Resources: No member of the Board or any staff of the Authority shall misappropriate to himself, herself or to others the property, services or other resources of the Authority for private purpose or other compensated non-governmental purposes.

2. Favoritism: The members of the Board and staff of the Authority shall guard against any relationship that creates conflicts of interest or which might be reasonably construed as evidence of favoritism, coercion, unfair advantage, or collusion.

3. Improper Influence: The members of the Board and staff of the Authority should not act in a manner that creates by his or her conduct a reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.

4. Privileges or Exemptions: The members of the Board and staff of the Authority should not use or attempt to use his or her official position to secure privileges or exemptions for himself, herself or others.

5. Protection of Public Trust: The members of the Board and staff of the Authority should endeavor to pursue a course of conduct which will not raise suspicion among the members of the public that he or she is likely to be engaged in acts that are in violation of the public trust.

6. Official Actions: The members of the Board and staff of the Authority shall not take any direct or official action on any matter in which the Director, staff member or a...
relative or business associate has any substantial employment, contractual, or financial interest, and the members of the Board and staff of the Authority shall not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking, except as permitted by law.

7. Contracting & Transacting Business:

The members of the Board and staff of the Authority shall not, in their official or private capacity, offer for sale or sell goods or services to the Authority related to the operation or administration of the Authority. A waiver of this prohibition may be granted by the Board in its discretion where the circumstances clearly demonstrate that there is no conflict of interest or appearance of a conflict presented by the proposed sale to the Authority of goods or services related to the operation or administration of the Authority.

The members of the Board and staff of the Authority shall not, for their own private purposes, directly or indirectly obtain goods or services for anything less than fair market value from any contractor or vendor that performs work for the Authority.

The members of the Board and staff of the Authority should not engage in any transaction as representative or agent of the Authority with any relative, business associate, or business entity in which he or she has a direct or indirect financial interest, except as permitted by law.

8. Personal Investments & Business Ventures: The members of the Board and staff of the Authority should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly involved in decisions to be made by him or her or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest, except as permitted by law.

e. Confidential Information

The members of the Board and staff of the Authority shall not use any confidential information received by virtue of that person’s office or employment for any private purpose, including but without limitation to commercial purposes, financial gain, or present or future employment, and the members of the Board and staff of the Authority may only use confidential information in the conduct of his or her official Authority duties, except as required or permitted by law.

f. Political Solicitations

1. The members of the Board and staff of the Authority shall not engage in political campaigning at Authority meetings or public hearings. The members of the Board and staff of the Authority shall not use public resources for political campaigning.

2. The members of the Board and staff of the Authority may in their private
capacity give financial or other support to political parties and candidates for elected office, unless otherwise restricted.

3. The members of the Board and staff of the Authority shall not directly or indirectly compel or induce a subordinate employee to make or promise to make any political contribution, whether by gift of money, service or other thing of value.

4. The members of the Board and staff of the Authority shall not make any employment recommendation or decision based on political affiliation, participation or contribution.

   g. Hiring of Relatives

   The purpose of this section is to avoid favoritism and the appearance of favoritism by officials or employees. “Relative” as used herein shall mean a spouse, domestic partner, fiancé/fiancée, parent(s), child(ren), brother(s), sister(s), aunt(s), uncle(s), grandparent(s), or grandchild(ren), including “in-law” and “step” relatives. The term “relative” also applies to any person who is a member of the household of an employee regardless of family relationship.

   1. The members of the Board and staff of the Authority shall not appoint, hire, or advocate for the appointment or hiring of any person who is a relative of such members of the Board or staff of the Authority.

   2. The members of the Board and staff of the Authority shall not participate directly or indirectly in the recruitment and selection process that involves a relative.

   3. The members of the Board and staff of the Authority shall not directly or indirectly exercise supervisory, appointment or dismissal or disciplinary authority over any relative.

   4. The members of the Board and staff of the Authority shall not audit, verify, receive or be entrusted with monies received or handled by a relative.
These Bylaws are adopted and effective the ____ day of _________________, 2018, and may be amended at any time by the Board.

BOARD OF DIRECTORS,
AEROTROPOLIS REGIONAL
TRANSPORTATION AUTHORITY

__________________________
Chair
Welcome to BoardPaq. Have an authorized representative complete this form to activate your subscription.

### BoardPaq Subscription and Pricing

<table>
<thead>
<tr>
<th>Subscription</th>
<th>Government Standard Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscription Base Price</td>
<td>$1,548 per year - includes 5 users</td>
</tr>
<tr>
<td>Additional Users:</td>
<td>$324 per year for 3 users</td>
</tr>
<tr>
<td>Total:</td>
<td>$1,872 per year for 8 users</td>
</tr>
</tbody>
</table>

### Terms of Service and Privacy Policy

- I acknowledge that I have read and agree to the [Terms of Service](#) and [Privacy Policy](#) both individually and on behalf of organization.
BOARDPAQ PRIVACY POLICY

Effective Date: May 15, 2018

GENERAL

This Boardpaq Privacy Policy ("Privacy Policy") describes the practices that Boardpaq, LLC, a Missouri limited liability company formerly known as Candlestiq, LLC (referred to hereinafter as "Boardpaq," "we," or "us"), follows with respect to the collection, use, maintenance and disclosure of information collected through (a) the service provided by the publically accessible portions of the website located at www.boardpaq.com (the "Site"), and (b) the Boardpaq service ("Boardpaq Service") accessible to authorized users via a user name and password through (i) the boardpaq.com website application (the "Web APP") and (ii) the Boardpaq iOS application (the "iOS APP") or the Boardpaq Windows application (the "Windows APP"). Such services may be referred to collectively as the "Services". The Web APP, iOS APP and/or Windows APP may be generically referred to as an "APP."

As used herein, "you" refers to both individual users of the Site or the APP (the "Users") and to the organization that subscribes to the BOARDPAQ service (the "Account Holder"), as applicable; "Authorized Users" refers to Users who are designated by an Account Holder to access information and documents provided by the Account Holder through the App; and "Administrator" refers to the individual(s) who has/have been issued a username and password that allows access to the non-public portions of the Site on behalf of Account Holder. This Privacy Policy applies only to information we collect through the Services, and does not apply to any other website, service or business activity of Boardpaq. By using the Services (whether through the Site, Web APP, iOS APP or Windows APP), you consent to the collection, use, maintenance and disclosure of this information by us as set forth below.

We reserve the right to revise this policy at any time. When we do, we will give you notice of the revised Privacy Policy by posting the revised Privacy Policy on the Site and by revising the "effective date" at the top of this Privacy Policy. You are
responsible for regularly reviewing the then-current privacy policy.

DEFINITIONS

"Account Holder" means any entity or organization that subscribes to the Services.

"Account Information" refers to information obtained from Account Holders or Administrators in the process of creating, maintaining, or administering the Boardpaq Services. It does not include information uploaded to Boardpaq Services by Account Holders or Administrators.

"Authorized User" refers to a user of the Boardpaq Service who is authorized by an Account Holder to access and use the Boardpaq Service.

"Administrator" refers to the individual(s) who has/have been designated to control and administer the Account Holder's account to use the Boardpaq Service on behalf of Account Holder.

INFORMATION WE COLLECT

We collect "personally identifiable information" and "device information" from Account Holders or Administrators. We may also collect device information from visitors to our Site.

"Personally identifiable information" is information that tells us who you are, such as your name and email address. "Device information" is information collected from your computer or mobile device whenever you visit or use our Services (whether through the Site, Web APP, iOS APP, Windows APP or otherwise), including your IP address and technical data and related information regarding your device.

We do not collect personally identifiable information from content stored on our system by Account Holders or Administrators. The Account Holder or Administrator controls all content, access or use of any information uploaded through Boardpaq Services.

PERSONALLY IDENTIFIABLE INFORMATION

We may collect personally identifiable information such as your name, email address, home or business address, and phone
number when you register and/or use our Services or if you otherwise provide it to us as an Account Holder or Administrator. We may also collect personally identifiable information such as your name, email address, home or business address, and phone number if an Administrator provides it to us.

You can choose not to provide personally identifiable information to us. However, if you do not provide such information, your ability to use the Services may be significantly limited.

DEVICE INFORMATION

We may collect "device information" anytime you download or use our iOS APP or Windows APP, or visit or use our Site or Web APP. We may collect device information such as your device’s IP address, device and browser type, operating system version, and information about the websites you visited before ours and your activities using the iOS APP, Windows APP and/or Web App. We may also collect and use technical data and related information including, but not limited to, technical information about your mobile device, system and application software, and peripherals.

The Services use cookies to provide us with information about the activities of users of the Services. This includes information such as pages and content viewed, the time and duration of visits, search terms entered into a search query, and whether a user clicked on an advertisement. Cookies can also be used to maintain data related to a particular individual, including passwords, if you choose to have your browser "remember" this information. Cookies can also be used to determine what sites you visited before and after visiting our Services. Cookies cannot be used to access any personally identifiable information from your computer. If you would prefer not to accept cookies, you can modify the settings on your specific web browser. You may refer to your browser’s online help feature or the user’s manual for instructions on how to do this.

If you have disabled cookies, however, you will be unable to view and access some or all portions of the Services.

DISCLOSURE AND USE OF INFORMATION WE COLLECT

We will not sell or provide your personally identifiable information to any third party for direct marketing services or
the advertising or marketing of third party provided goods or services. Also, with respect to personally identifiable information provided by an Administrator about Authorized Users, we will limit access to such information to personnel of Boardpaq who need to know such information for purposes of providing the Services.

We use personally identifiable information only for the purposes for which it is provided and for the other purposes described in this Privacy Policy.

We may use personally identifiable information to respond to emails, to send notifications (from us or your Administrator), to provide customer support, to establish your account, and to communicate with you about the Services.

We may provide your personally identifiable information to third parties who provide services to us and who agree to maintain the confidentiality of such information in accordance with this Privacy Policy. Third parties who may have access to your personally identifiable information are also required to comply with our Security Policies. Those third parties may provide a variety of services to us, including, without limitation, hosting the Services, providing technical support, processing and storing your information, updating your customer information records in our database (including both physical address and email address verification), and sending or coordinating the sending of marketing communications on our behalf.

If you are an Authorized User, your personally identifiable information may be shared with the Account Holder, Administrator(s), other Authorized Users associated with the account and others as designated by Administrator(s) and Account Holder, and your device information may be shared with the Account Holder and Administrator(s), and others as designated by Administrator(s) and Account Holder.

We may disclose personally identifiable information of Account Holders or Administrators to affiliated companies, our parent company and sister companies that either are subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Policy.

We may use device information to help us run and maintain our Services, customize the visitor's experience, study traffic patterns, and generally learn about the usage of the Services. We may also use device information to facilitate the provision of software updates, product support and other services to you (if any), and to improve our products or to provide services or technologies to you.
We may disclose device information collected from your computer or mobile device when you visit or use the Site to our affiliates and third parties, including advertisers.

We use cookies to maintain information about your use of our Services, help us recognize you when you visit or use our Services again, and enable us to evaluate and improve the design of our Services.

We may use and disclose personally identifiable information and device information when we have reason to believe that using and/or disclosing this information is necessary to identify, contact, or bring legal action against someone who may have breached our Terms of Service, End User License Agreement or who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users of our Services, or anyone else who could be harmed by such activities. We may also disclose device information and/or personally identifiable information to comply with any court order or request of a governmental agency and when we reasonably believe that the law requires it.

We might sell or buy subsidiaries, or business units. In such transactions, personally identifiable information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Policy. Also, in the event that our assets are sold, personally identifiable information may be one of the transferred assets.

In general, we will only retain personally identifiable information for as long as necessary to fulfill the identified purposes or any legal purposes.

**PRIVACY OF CHILDREN**

The Services are intended for general audiences. We do not intentionally collect personally identifiable information from users of the Services who are under the age of thirteen.

**UPDATING YOUR INFORMATION**

Administrators can change their password, the passwords for Authorized Users, and other personal preferences used to access the Services by accessing their administrative page on the Web APP.

If at any time you would like to access, modify, or delete your personally identifiable information (including your email address), you may contact your Administrator.
SECURITY

Our Security policy is available by contacting us at:

BoardPaq, LLC
112 South Main Street
Saint Charles, MO 63301
Email: support@BoardPaq.com

The security of your personal information is important to us. We follow generally accepted industry security standards to protect personal information in our control. However, information transmitted on the Internet and/or stored on systems attached to the Internet such as ours is not 100% secure. As a result, while we use commercially acceptable methods to protect your information, we cannot guarantee the complete security or integrity of such information.

You help to maintain the security of your personally identifiable information stored in our systems by keeping your username and password confidential and protecting against unauthorized access to your password and to your computer and mobile device (including your device on which the iOS APP or Windows APP is installed). Be sure to utilize the Logout feature when exiting the iOS APP, Windows APP or Web APP.

LINKS TO OTHER WEBSITES

While you are using the Services, you may be linked or directed to third party websites outside of the Services that are beyond our control. Each of these third party sites may have a privacy policy different from ours. For example, you might click on a link or banner ad that will take you off the Services. These links and banners may take you to sites of advertisers, sponsors and co-branding partners. Please review the privacy policies of these sites. We are not responsible for any actions or policies of such third parties.

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section § 1798.83 permits users of our Site that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@BoardPaq.com or write us at: BoardPaq, LLC, 112 South Main Street, Saint Charles, MO 63301.
CONTACT INFORMATION

Please send any questions or concerns regarding our Privacy Policy to:

BoardPq, LLC
112 South Main Street
Saint Charles, MO 63301
Email: support@BoardPq.com

Get in Touch

112 South Main Street Saint Charles MO 63301
(314) 869-4745
sales@boardpaq.com
support@boardpaq.com

Request Demo
BOARDPAQ TERMS OF SERVICE

Effective Date: May 15, 2018

Boardpaq, LLC, a Missouri limited liability company formerly known as Candlestiq, LLC ("Boardpaq," "us," "we," or "our"), operates a service (the "Service") accessible through a password-protected portion of a website application available on the BOARDPAQ.COM website (the "Web App"), through the BOARDPAQ iOS application (the "iOS App") available in the Apple App store and/or through the BOARDPAQ Windows application (the "Windows App") available in the Microsoft store. Among other things, the Service allows an organization and its board members to organize, access and otherwise use information and materials related to board meetings.

These Boardpaq Terms of Service (collectively, "Terms of Service" or "Agreement") set forth the terms and conditions under which you may access and use the Service, whether the Service is accessed via the iOS App, the Windows App or the Web App. Your use of the iOS App or Windows App is licensed under a separate End User License Agreement ("EULA").

These Terms of Service apply to the organization that is, or is becoming, a subscriber to the Service (each a "Company") and any user (each an "Authorized User") of an account (each a "User Account") issued under Company's account (the "Company Account"). The Company and Authorized User are jointly referred to in these Terms of Service as "you" or "your."

BY ACCESSING, REGISTERING WITH OR USING THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU ARE ESTABLISHING A COMPANY ACCOUNT AND/OR ARE AN ADMINISTRATOR OF A COMPANY ACCOUNT, YOU REPRESENT TO BOARDPAQ THAT YOU HAVE AUTHORITY TO BIND COMPANY TO THESE TERMS OF SERVICE, AND YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF COMPANY AND ON BEHALF OF YOURSELF. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS, REGISTER WITH, OR USE THE SERVICE.
Boardpaq reserves the right to modify or change these Terms of Service at any time without prior notice to you. If Boardpaq modifies or changes these Terms of Service, it will also revise the "Effective Date" at the top of this page. The most current version of these Terms of Service can be reviewed by clicking on the "Terms of Service" hypertext link located on the Service. Your continued access to and/or use of the Service after Boardpaq posts any revised Terms of Service constitutes your agreement to any such revised Terms of Service.

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF SERVICE OR ON THE SERVICE TO THE CONTRARY, THE SERVICE IS PROVIDED WITHOUT ANY WARRANTIES AND SUBJECT TO LIMITATIONS ON BOARDPAQ'S LIABILITY. THESE TERMS ARE CONTAINED IN SECTIONS 11 AND 12 BELOW.

1. GENERAL USE AND RESTRICTIONS.

1.1. License to Authorized Users. Conditioned upon and subject to your strict compliance with these Terms of Service, and subject to these Terms of Service (including, without limitation, termination of the license), Boardpaq grants you, for the period of time that each Authorized User is authorized to access and use his or her User Account by Company during such Company's Subscription Period, a personal, non-exclusive, non-transferable, limited license to access and use the features of the Service to organize, access and otherwise use information and materials related to board meetings, in each case (i) on behalf of Company, (ii) to the extent the applicable functionality is made available to you from time-to-time, and (iii) through the provided functionality of the Service, subject to earlier termination as set forth in these Terms of Service. If any User Account is terminated by Boardpaq or Company, or if a person has not been issued a User Account by Boardpaq or Company, such person does not have a license to access and/or use the Service.

1.2. Use of the Service. You agree not to access and/or use the Service for any purpose that is not expressly permitted by these Terms of Service, or is otherwise unlawful. You further agree to comply with all duties and obligations applicable to your access and use of the Service, including without limitation all those applicable to the Internet, e-mail, privacy, copyrights and trademarks, data and the transfer of data from the country.
in which you reside, and any other applicable laws, statutes, ordinances, regulations, contracts and licenses.

1.3. Information Provided. If you provide any information to us, you agree to provide only true, accurate, current and complete information. If you provide information to us about any third party, including, but not limited to, personally identifiable information, you represent and warrant that you are specifically authorized to provide such information to us so that we may use, process and transfer all personally identifiable information you provide, and you assume all responsibility for dissemination and use of the information provided.

1.4. Restrictions. You agree not to (a) use any of Boardpaq's trademarks as metatags on other web sites; (b) use the Service in any manner that is illegal or impairs the operation of the Service or its availability or usage by others; (c) display any part of the Service in frames (or any content via in-line links), provided, however, that if you opt to display certain portions of your Company Content publicly in accordance with Section 5.2, you may display that Company Content in frames or via in-line links; (d) make the Service available to any person other than an Authorized User; and/or (e) modify or otherwise create derivative works or improvements of or on the Service. You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Service, and not to insert any code or product or manipulate the Service in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Service. You further agree not to use, upload, input or otherwise provide through the Service any software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, or otherwise harm or impede any computer, software, firmware, hardware, system or network, or any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (ii) prevent any person from accessing or using the Service who has been authorized by us to do so (including without limitation any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Service except for customary search engines used in accordance with automated instructions directed to search engines and available on the Service).
2. THE SERVICE.

2.1. General. Portions of the Service available to different Authorized Users may vary. No Authorized User has access to all portions of the Service. Each Authorized User agrees not to use or access, or attempt to use or access, any portion of the Service for which he or she is not intentionally given access to by us and/or Company, as applicable.

2.2. User Accounts. Company will be issued a Company Account that consists of one or more User Accounts that may be used to administer the applicable Company Account and to establish other User Accounts, subject to any limitations imposed by Boardpaq on the number of User Accounts permitted for each Company Account. Company will retain sole control over the operation, maintenance, management of, and access to and use of, the Service by its Authorized Users.

2.3. Access to User Account. An Authorized User may not authorize any other person to access and/or use his or her User Account. Accordingly, each Authorized User agrees to protect his or her your username and password by, among other things, keeping such username and password confidential. If, notwithstanding the foregoing obligation, an Authorized User allows another person to use his or her username and/or password to access his or her User Account, you will be responsible for all use by that person using your User Account. You agree to (a) immediately notify Boardpaq of any unauthorized use of any Authorized User’s password or any other breach of security, and (b) ensure that each Authorized User exits from his or her User Account at the end of each session.

2.4. Security. We will use commercially reasonable efforts to comply with applicable United States Federal and state data security, data breach and privacy laws and regulations. We obtain audits of our information security controls on an annual basis. We will make resulting audit reports available to Company upon request, together with certain financial documents and proof of insurance as required by Company’s regulators, provided in each case that Company agrees to the terms of Boardpaq’s non-disclosure agreement. Notwithstanding the foregoing or anything else in this Agreement, information transmitted on the Internet and/or stored on systems attached to the Internet such as ours is not 100% secure. As a result, we do not ensure, warrant or guarantee the security or integrity of such information. We will not be responsible for disclosure of any information due to errors in transmission or the unauthorized acts of third parties.
In the event that we learn of a data breach of Company's non-public personally identifiable information, or reasonably suspect any such data breach, we shall promptly notify Company of such data breach or suspected data breach.

3. COMPANY. Any use of a User Account comprising a Company Account shall be considered a use of such Company Account. Each User Account must be designated for use by a named individual, and Company may allow only such named individual to use the User Account designated for him or her. If an Authorized User is no longer authorized by Company to use and access a User Account, Company shall deactivate such User Account. Company will be responsible for all access to, and use of, the Service by an Authorized User (and any person that uses and/or accesses the Service through a User Account comprising your Company Account) and for any damage we incur as a result of any act, error, or omission of any Authorized User (and any person that uses and/or accesses the Service through a User Account comprising your Company Account). Any breach of this Agreement by an Authorized User (and any person that uses and/or accesses the Service through a User Account comprising your Company Account) shall be considered a breach by Company.

4. AUTHORIZED USERS. Each Authorized User hereby acknowledges that Company may have submitted personally identifiable information about him/her to the Service. Each Authorized User further acknowledges that Company has the right to (a) except as provided below in this Section 4, access, view, use and copy any content in his/her User Account ("User Content"); (b) control his/her access to User Content and Company Content (including the length of time that such User Content and/or Company Content remains accessible on the Service); and (c) terminate and/or suspend his/her access to the User Account. The Service permits an Authorized User to keep certain User Content private from Company ("Private Content"). Private Content includes (i) User Content entered into the "My Notes" feature of the Service, (ii) User Content entered into other areas of the Service designated as "private", if any, and (iii) annotations on documents accessed within an Authorized User's User Account. Company waives any right it may have, or may now hereafter obtain, to access, view, use and/or copy any Private Content.

5. COMPANY CONTENT AND USER CONTENT
5.1. "Company Content" means content uploaded or submitted for a Company Account by Company and/or the individual(s) designated to administer such Company Account, which content may include, without limitation, logos, trademarks, promotional materials, photographs, and other information, documentation and links (including, without limitation, personally identifiable information regarding Authorized Users).

5.2. Company Content and User Content. You and/or your Authorized Users retain ownership of and responsibility for all Company Content and/or User Content (including, without limitation, personally identifiable information) that you or Authorized Users upload or otherwise submit to the Service. No right, title or interest in any Company Content or User Content is transferred to or vests in Boardpaq; however, you authorize Boardpaq to use and display such Company Content and/or User Content (in whole or part) as necessary to provide the Service. For the sake of clarity, Company Content uploaded or otherwise submitted to the Service will be displayed for Authorized Users of User Accounts issued under the applicable Company Account that Company authorizes to view such Company Content, and may be displayed publicly if Company and/or the individual(s) designated to administer such Company Account opt to display such Company Content publicly using features that may be provided on the Service from time-to-time.

You represent and warrant to Boardpaq that you have the right to upload or otherwise submit such Company Content and/or User Content to us and to grant Boardpaq the authorization granted in this section, and that such Company Content and/or User Content does not infringe, misappropriate or otherwise violate a privacy right, intellectual property right, or any other rights of any person.

5.3. No Liability for Company Content or User Content. You are solely responsible for any Company Content and/or User Content that you submit to the Service. We shall not be liable for the use or misuse of any such Company Content and/or User Content, including without limitation any personally identifiable information. You acknowledge that we have no obligation to screen Company Content and/or User Content uploaded to the Service. Boardpaq may refuse, remove or disable any content, including Company Content and/or User Content, that is available via the Service. Without limiting the generality of the foregoing, we may remove any Company Content and/or User Content submitted to the Service that you opt to display publicly and that Boardpaq, in its sole discretion,
deems abusive, defamatory, obscene, unlawful or otherwise unacceptable.

5.4. Restrictions on Company Content and User Content. You agree not to post any Company Content and/or User Content to the Service that (a) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, false, hateful, indecent or otherwise objectionable to Boardpaq in its sole and absolute discretion, (b) contains false, fraudulent, deceptive or misleading statements, (c) infringes, misappropriates or otherwise violates an intellectual property right of any person, (d) violates the privacy or other rights of any third party, or (e) violates any municipal, state or federal law, rule, regulation or ordinance of any jurisdiction, or attempts to encourage such violation.

6. Fees and Payment.

6.1. Fees. Company shall pay to Boardpaq any fees due in accordance with the fee schedule posted on the Service, as updated from time-to-time.

6.2. Taxes. All amounts payable under these Terms of Service are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Company will promptly pay, and indemnify Boardpaq against, all taxes and duties assessed in connection with (a) any such amounts, (b) these Terms of Service, and (c) performance hereunder by any authority within or outside of the U.S., except for taxes payable on Boardpaq’s net income.

6.3. Other. Boardpaq may charge Company a late fee on the outstanding balance of any amounts overdue hereunder at a rate equal to 1.5% per month (19.56% per annum) or the highest rate permitted by applicable law, whichever is lower. Company will reimburse Boardpaq for all reasonable costs and expenses incurred (including, without limitation, reasonable attorneys’ fees) in collecting any overdue amounts.

6.4. Payments. All amounts payable hereunder must be made in U.S. dollars. Company shall make all payments via credit card, debit card or by other means that we may permit from time-to-time.

6.5. Credit Card Payments. If Company designates a credit card or debit card to make payments, Company hereby agrees that Boardpaq (or its applicable payment processor) is authorized to charge Company’s designated card on the applicable due date. If Boardpaq (or its applicable payment
processor) does not receive payment from the applicable card issuer or its agents, or if payment made by bank draft or other means is not honored, Company agrees to pay all amounts due immediately upon demand. Company agrees to keep the account number and expiration date of Company's designated card and Company’s billing address updated at all times.

6.6. ACH. If Company elects to make payments via the transfer of funds from a bank or credit union account, this will be done electronically via the Automated Clearing House ("ACH"). Company hereby agrees that Boardpaq (or its applicable payment processor) is authorized to make electronic transfers via ACH from its bank account for the amount owed on the applicable due date. Company gives Boardpaq the right to resubmit for collection any ACH debit that is returned for insufficient or uncollected funds. Company acknowledges that it may be charged a service fee for any ACH transactions that result in a returned ACH item, including but not limited to those caused by insufficient funds in its bank account, closure of its bank account, or incorrect bank account information.

7. Term and Termination.

7.1. General. Unless we agree otherwise in writing, the term of a Company's subscription to use the Service ("Subscription") shall commence on the date we accept (or accepted) Company's subscription request by notifying Company of such acceptance and shall continue for (a) one (1) month, if Company requested a monthly subscription, (b) three (3) months, if Company requested a quarterly subscription, or (c) one (1) year, if Company requested a yearly subscription (the initial one month, three month or one year period, as applicable, is the "Subscription Period"); subject, however, to renewal and earlier termination as provided herein. Upon the expiration of the Subscription Period and each Renewal Period, if any, the term of the Subscription shall automatically renew for successive periods of one (1) month each (for a monthly subscription), three (3) months each (for a quarterly subscription), or one (1) year each (for a yearly subscription), as applicable, (each such one month, three month, or one year period is a "Renewal Period") unless (a) either party gives the other party notices of its intention not to have the Subscription renew at least one (1) business day before the scheduled expiration of the then-current term, or (b) we agree otherwise in writing. All of your obligations accruing prior to termination or suspension will survive.
7.2. Termination by Company. Company may cancel its Subscription by contacting Boardpaq at 314-669-4745 or by sending an email to sales@boardpaq.com. Subject to the further provisions of this Section 7, any such termination by Company shall be effective at the end of the then current Subscription Period or Renewal Period, as applicable.

7.3. Termination or Suspension of Subscription by Us. Boardpaq may, in its sole discretion, terminate or suspend Company's Subscription, at any time, with or without notice and for any reason (or no reason) including, without limitation, for non-payment or delinquency in payment of any fees, or if we believe that Company (or any Authorized User) is infringing, or has infringed, the intellectual property rights of others or is aiding or threatening, or has aided or threatened, such infringement. Any termination by us shall be effective on the date specified in such notice or, if no date is provided, shall be effective immediately. Company agrees that, if its Subscription is terminated, it will not thereafter access, or attempt to access, the Service, directly or indirectly, and if its Subscription is suspended, it will not thereafter access, or attempt to access, the Service, directly or indirectly, until its suspension is removed and Boardpaq gives it express notice thereof.

7.4. Effect of Termination or Suspension of Subscription. Upon termination of Company's Subscription, (a) Company and all of its Authorized Users cease to have access to the Service, and (b) Boardpaq may, in its sole discretion, delete all information and content (including without limitation Company Content and User Content) in the Company Account (including any User Account comprising the Company Account); provided, however, that Boardpaq will, for sixty (60) days following termination of Company's Subscription, use reasonable efforts to provide such information and content to Company at its request. Company may make such request by contacting Boardpaq at 314-669-4745 or by sending an email to sales@boardpaq.com. Notwithstanding the foregoing, (a) Boardpaq reserves the right to retain and use such information and content as necessary to comply with its legal obligations, resolve disputes and enforce the Terms of Service, and (b) neither Company nor any Authorized User will have any right to request or obtain Private Content.

7.5. Termination or Suspension of Access to and Use of the Service. Boardpaq and/or Company may, in their sole discretion, terminate or suspend your access to, and/or use of, the Service, or any portion thereof, at any time, with or without notice and for any reason (or no reason) including, without
limitation, if either of them believe that you have failed to comply with your obligations or representations under these Terms of Service, including without limitation by infringing, or having infringed, the intellectual property rights of third parties or are aiding or threatening, or have aided or threatened, such infringement. Any such termination shall be effective on the date specified in such notice or, if no date is provided, shall be effective immediately. You agree that if your authorization to access or use the Service is terminated, you will not thereafter access, or attempt to access, the Service, directly or indirectly, and if your authorization to access the Service is suspended, you will not thereafter access, or attempt to access, the Service, directly or indirectly, until your suspension is removed and Boardpaq gives you express notice thereof.

7.6. Effect of Termination. Upon termination of your authorization to access and/or use the Service, (a) you lose access to the Service, and (b) Company and/or Boardpaq may, in their sole discretion, delete all information and content in your User Account (including without limitation User Content). Notwithstanding the foregoing, Boardpaq reserves the right to retain and use such information and content as necessary to comply with its legal obligations, resolve disputes and enforce the Terms of Service. Boardpaq’s termination of your authorization to access and/or use the Service may also bar you from any future use of the Service.

8. LINKING AND THIRD PARTY DEALINGS.

8.1. Links to External Sites. Boardpaq may, on the public areas of the Service (such as the home page located at www.boardpaq.com), provide hyperlinks to other web sites and Internet resources operated by persons other than Boardpaq. Boardpaq has no control over such sites and resources, including without limitation with regard to their functionality, data security or compliance with law. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

8.2. Linking to the Service. Subject to the further provisions of this Section 8.2, Boardpaq welcomes links to the Service from other web sites. If Boardpaq demands that you not link to the Service, or any portion of the Service, you agree that you will not, directly or indirectly, link to the Service or such portion
of the Service as directed in our demand, at any time after such demand is made.

9. INTELLECTUAL PROPERTY.

9.1. General. Except for Company Content, User Content and content that is in the public domain, the Service and all content, as well as the selection and arrangement of the content, is owned by (or licensed to) Boardpaq or its suppliers and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in these Terms of Service, all rights in and to the Service and content are expressly reserved by Boardpaq.

9.2. Trademarks. BOARDPAQ and the related logos are trademarks of Boardpaq, and may not be copied, imitated or used, in whole or in part, without Boardpaq’s prior written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Boardpaq or its licensors and may not be copied, imitated, or used, in whole or in part, without Boardpaq’s prior written permission.

9.3. Policy, Notices and Procedures Regarding Claims of Copyright Infringement. Boardpaq respects the intellectual property rights of others. If you believe that your work has been copied and is accessible on the Service in a way that constitutes copyright infringement, you may notify our agent as provided in this Section 9.3. Pursuant to Title 17, United States Code, Section 512(c)(2), Boardpaq designates Copyright Agent as its agent designated to receive notification of claimed copyright infringement ("Designated Agent"). The address of the Designated Agent is 112 South Main Street, Saint Charles, MO 63301. The telephone number of the Designated Agent is 314-669-4745. The facsimile number of the Designated Agent is 636-634-4745. The email address of the Designated Agent is support@boardpaq.com.

We may terminate your use and access to the Service (including your Company Account and/or User Account) if we believe that you are infringing the intellectual property rights of any person or are aiding or threatening such infringement. In these Terms of Use, "intellectual property rights" mean and include any registered and unregistered rights granted, applied for or otherwise in existence at any time under or related to any patent, copyright, trademark, trade secret, database
protection, or other intellectual property rights laws, and all similar or equivalent rights or protections in any jurisdiction.

10. INDEMNIFICATION. You hereby agree to indemnify and hold harmless Boardpaq and its affiliates, officers, members, managers, directors, employees, equity holders, information providers, suppliers, licensors and licensees, and their respective successors and assigns (collectively, "Covered Persons") from and against any and all losses, damages, liabilities, deficiencies, judgments, interest, awards, fines, costs or expenses of whatever kind, including, without limitation, amounts paid in settlement and reasonable attorney's fees incurred by any Covered Person in connection with any claim, action, arbitration, litigation, subpoena or investigation of any nature (whether at law or in equity) arising out or caused by (a) your access and/or use of the Service, (b) any claim that any Company Content and/or User Content, as applicable, misappropriates, infringes or otherwise violates any third party's rights, including privacy or intellectual property right of any third party, and/or (c) any breach, or alleged breach, of any of these Terms of Service by you. Company further indemnifies and holds harmless the Covered Persons from and against any and all liability and costs, including, without limitation, reasonable attorney's fees, incurred by any Covered Person in connection with any claim arising out of any claim or allegation made or brought by a then-current or former Authorized User, including, without limitation, a claim or allegation relating to, or arising out of, the Authorized User's use of the Service.

11. DISCLAIMER OF WARRANTIES. You expressly acknowledge and agree that your use of the Service is at your sole risk. The Service is provided on an "AS IS", "WITH ALL FAULTS", and "AS AVAILABLE" basis. Boardpaq makes no representations or warranties relating to the Service including, without limitation, representations or warranties that (a) the Service shall meet your requirements, (b) the operation of the Service will be uninterrupted or error free, (c) the Service will be secure; or (d) any defects in the Service will be corrected. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND BOARDPAQ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BOARDPAQ KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), TITLE, QUIET ENJOYMENT AND NON-
INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BOARDPAQ MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY COVERED PERSON BE LIABLE FOR ANY (A) PERSONAL INJURY OR PROPERTY DAMAGE, OR (B) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS OF SERVICE AND/OR THE SERVICE, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF SUCH COVERED PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE A REASONABLY FORESEEABLE CONSEQUENCE OF A BREACH OF THIS AGREEMENT OR A TORT THAT FALLS WITHIN THE SCOPE OF THIS AGREEMENT. In no event shall any Covered Person's total liability to you for any damages arising out of or in any way connected with these Terms of Service or the Service, whether for breach of contract, in tort or otherwise, exceed the greater of (a) ten dollars ($10) or (b) the amount you paid to us, if any, during the three (3) month period immediately before the applicable claims arose. THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13. MODIFICATIONS TO THE SERVICE. Boardpaq may modify the use of all or any portion of the Service at any time for any reason (or for no reason) and without notice or liability. Boardpaq may suspend, discontinue and/or restrict the use of all or any portion of the Service at any time for any reason (or for no reason) without liability upon thirty (30) days' notice by emailing registered administrators of the affected Accounts.
14. GOVERNING LAW AND JURISDICTION. The Service is hosted on servers located in the United States. These Terms of Service, and all matters arising out of or relating to these Terms of Service, shall be governed by the federal laws of the United States and the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in St. Charles County, Missouri. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Service must commence within one (1) year after the occurrence of the act or omission giving rise to the cause of action; otherwise, such cause of action shall be permanently barred. You also agree that a breach by you of this Agreement will cause irreparable harm to Boardpaq for which money damages alone would not be an adequate remedy; and that Boardpaq shall be entitled to injunctive and other equitable relief in addition to any other remedies it may have hereunder or at law, without a bond or other security or having to prove that monetary damages alone will not afford an adequate remedy.

15. GENERAL PROVISIONS. The Terms of Service (and, if applicable, the EULA and our Privacy Policy) constitute the entire agreement between the parties with respect to the access and/or use of the Service and supersede all prior and contemporaneous agreements and understandings regarding such subject matter (none of which shall be binding). Nothing contained in any purchase order or similar document issued by you or Company will in any way modify or add any additional terms or conditions to the Terms of Service. If any provision of these Terms of Service is declared or found to be illegal, unenforceable or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of these Terms of Service shall remain in full force and effect. No right or remedy conferred by these Terms of Service is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of
every other such right or remedy and may be exercised concurrently or separately from time-to-time. Boardpaq may provide notice to you relating to these Terms of Service by sending an e-mail to your last known e-mail address, if any, your last known postal address, if any, or posting a notice on the Service, and any such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Service. A printed version of these Terms of Service and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Boardpaq to insist upon or enforce strict performance by you of any provision of these Terms of Service shall not be construed as a waiver of any provision or right. If Boardpaq brings any suit against you to enforce these Terms of Service or otherwise in connection with your use of the Service, you agree that if Boardpaq prevails in such suit Boardpaq shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Service. In this Agreement, "person" shall be broadly construed to include individuals and all forms of legal entities; and "third party" refers to any person other than Boardpaq, the Company or an Authorized User. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument. This Agreement creates an independent contractor relationship between you and Boardpaq, and shall not be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties.

Request Demo

https://www.boardpaq.com/terms 7/9/2018
Get in Touch

112 South Main Street Saint Charles MO 63301
(314) 669-4745
sales@boardpaq.com
support@boardpaq.com

Request Demo

BoardPaq® - Copyright © 2018 BoardPaq LLC. All Rights Reserved. | Terms of Service | Privacy Policy

https://www.boardpaq.com/terms