

OPRAMachine Terms of Service

Last updated: 2023-02-15

Please read these terms of service and conditions of use carefully before accessing, using or relying on anything on the OPRAMachine service, hosted at <https://opramachine.com>. By accessing the OPRAMachine website, mobile or tablet application, or any other feature or other OPRAMachine platform (collectively the "OPRAMachine," the "Service", "We" or "Us") you agree to be bound by these terms and conditions ("Terms") and our Privacy Policy.

In consideration of your use of the Service, you are granted a limited, non-exclusive, non-transferable license to use the Service according to these Terms or Service. You may only use the Service in accordance with these Terms. If you do not agree to these terms, you may not use the Service.

Who Can Use The Service

By using the Service, you represent, warrant, and agree that:

- You are at least 18 years of age;
- you can form a binding contract with OPRAMachine;
- you are eligible to submit an OPRA request;
- you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.
- If you are using the Service on behalf of a business, corporation or some other legal entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to "you" and "your" in these Terms will mean both you as the end user and that business or entity).
- You are not a resident of the State of California, State of Nevada or the European Union. OPRAMachine does not operate or do business in these jurisdictions.

Updates to the Terms

We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. When possible, we endeavor to provide at least 30 calendar days notice of such changes via the Service and via email to users.

Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. OPRAMACHINE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPRAMACHINE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICE SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM OPRAMACHINE, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

OPRAMACHINE MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE OPRAMACHINE SERVICE WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, OPRAMACHINE MAY MODIFY, SUSPEND, OR DISCONTINUE THE OPRAMACHINE SERVICE (INCLUDING ANY CONTENT) OR YOUR USE OF THEM. WHENEVER OPRAMACHINE ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE THE OPRAMACHINE SERVICE, IT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.

YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION OR DATA TO US IS AT YOUR OWN RISK. OPRAMACHINE DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION OR DATA IN ANY WAY.

YOU UNDERSTAND THAT YOU MAY ENCOUNTER OFFENSIVE, INDECENT OR OTHER OBJECTIONABLE CONTENT WHEN USING THE OPRAMACHINE SERVICE. OPRAMACHINE WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH CONTENT.

SOME OF THE CONTENT, PRODUCTS, AND SERVICE AVAILABLE THROUGH THE OPRAMACHINE SERVICE MAY INCLUDE MATERIALS THAT BELONG

TO THIRD PARTIES. YOU ACKNOWLEDGE THAT OPRAMACHINE ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS OR SERVICE.

Limitation of Liability

YOU AGREE THAT OPRAMACHINE SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF OPRAMACHINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH OPRAMACHINE RELATED TO ANY OF THE SERVICE SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL OPRAMACHINE'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED \$100, OR THE TOTAL AMOUNT OF FEES PAID FOR YOUR USE OF THE SERVICE, WHICHEVER IS LESS.

Indemnification

In consideration of your use of the Service, you agree to indemnify and hold harmless OPRAMACHINE, its officers, directors, managing members, employees, suppliers, contractors, agents, licensors, sublicensees, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims in connection with:

- (a) your access to or use of the Services, or any products or services provided by a third party in connection with the Services, even if recommended, made available, or approved by OPRAMachine;**
- (b) your content, including infringement claims related to your content;**
- (c) your breach of these Terms or any applicable law or regulation; or**
- (d) your negligence or willful misconduct.**

AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS:

TO THE GREATEST EXTENT PERMITTED BY LAW, IN CONSIDERATION OF YOUR CONTINUED USE OF THE OPRAMACHINE SERVICE, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE OR CONTROVERSY YOU MAY HAVE AGAINST US OR OUR AGENTS, SERVICERS, DIRECTORS, OFFICERS AND EMPLOYEES. YOU

FURTHER AGREE THAT YOU WILL NOT CONSOLIDATE ANY CLAIM AGAINST US WITH THOSE OF OTHER PERSONS OR ENTITIES, NOR WILL YOU SERVE AS A CLASS REPRESENTATIVE.

YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AS A PARTICIPANT IN THE SUIT. YOU AGREE TO PAY THE COSTS WE INCUR, INCLUDING OUR COURT COSTS AND ATTORNEY'S FEES, IN SEEKING SUCH RELIEF. THIS AGREEMENT IS NOT A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AND NOT AS A CLASS ACTION IN A COURT OF COMPETENT JURISDICTION. THIS AGREEMENT NOT TO BRING OR PARTICIPATE IN CLASS ACTION SUITS IS AN INDEPENDENT AGREEMENT AND SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE OPRAMACHINE SERVICE OR BREACH OF ANY OTHER SECTION OF THIS AGREEMENT.

Not Legal Advice

While you may encounter information about legal issues involving the Open Public Records Act and related laws on the Service, no content on the Service should be construed as legal advice or creating an attorney-client relationship. Only an attorney licensed to practice in New Jersey can provide legal advice. The information contained within this website is for the purpose of facilitating use of the OPRAmachine web application and answering user questions.

Data Collection

To operate the Service, we collect the email address as well as a username used to uniquely identify your account. We also collect any user-generated content you submit, to include OPRA requests, annotations, comments and correspondence to facilitate the use of the Service.

In addition to the above, the Service collects browsing information, such as IP address and location, date and time stamp, user agent, URL, unique advertising or content identifiers (if applicable), and time zone, and other information about user activities on the OPRAmachine Platform whether or not an individual has a registered account on the Service. This information is periodically purged from OPRAmachine's systems when no longer needed for diagnostic purposes.

Demands for User Data

To the greatest extent possible, OPRAmachine will not disclose private information about your use of the Service, or your email address to third parties without your

consent. However, OPRAMachine may receive legal demands for user data in connection with their use of the Service. In such cases, this information will be normally only be released only upon receipt of valid legal process compelling the disclosure of the said information. In such cases, unless prohibited by applicable law or an order from a court of competent jurisdiction, we will forward such legal process to the email address you have on file with OPRAMachine. You acknowledge and agree that you are solely responsible for obtaining legal representation to contest a demand for your user data in litigation or other legal process. You acknowledge and agree that this policy does not create a contract or legal obligation for OPRAMachine not to disclose any information and that OPRAMachine may or may not disclose any relevant information in its sole discretion.

User-Generated Content

You may transmit or publish content created by you using the Service or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication.

Any content made public via the Service will be publicly accessible through the Internet and may be crawled and indexed by search engines. You are solely responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the OPRAMachine Service, is provided to you AS IS for your information and personal use only. In the course of using any of OPRAMachine Service, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be.

By making any copyrighted/copyrightable content available on any of the OPRAMachine Service you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that OPRAMachine will have the right to block access to or remove such content made available by you, if OPRAMachine receives complaints concerning any illegality or infringement of third-party rights in such content. By using any of the OPRAMachine Service and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third-party rights in such content by the agent designated by OPRAMachine for this purpose.

If you do post content or submit material, and unless we indicate otherwise, you grant OPRAMachine a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate,

create derivative works from, distribute, and display such content and associated metadata throughout the world in any media without prior notice. **IMPORTANT NOTE:** This section does not apply to Pro users while their OPRA requests are under embargo while under a fully paid Pro subscription. Upon the expiration of the embargo period for private requests, this portion will apply unless the embargo is renewed and subscription payments are made.

Links to External Websites

You may encounter links to external websites as part of the user generated content presented on the Service. These links are being provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval by OPRAmachine of any of the products, services or opinions of the corporation or organization or individual. OPRAmachine bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.

Prohibited Uses

In consideration of your continued use of the OPRAmachine Service, you agree not to use the Service for the following prohibited purposes. OPRAmachine retains the sole discretion to determine whether your use of the Service constitutes one of the following prohibited uses:

1. Not a Consumer Reporting Service

OPRAmachine's mission is to give people easy and affordable access to New Jersey public records. OPRAmachine does not provide private investigator services or consumer reports and is not a consumer reporting agency under the Fair Credit Reporting Act. You may not use the OPRAmachine website or service or the information provided to make decisions about employment, admission, consumer credit, insurance, tenant screening or any other purpose that would require FCRA compliance. Please be aware that information pertaining to criminal charges often changes as charges are often dropped or reduced. You are solely responsible for verifying all information contained on documents pertaining to individuals on OPRAmachine prior to relying on it for any purpose.

2. No Impersonation of Identifiable Individuals

You must not utilize the OPRAmachine Service to impersonate identifiable individuals during the submission of OPRA requests. If we become aware of such activity OPRAmachine reserves the right (but not the obligation) to disable your continued access to the Service. This policy will not prohibit

users from adopting a pseudonym or other anonymous “screen name” in connection with their submission of OPRA requests.

If you are found to be in violation of this policy, OPRAmachine may, in its sole discretion, disclose information for the purposes of legal process and remedial action to prevent such impersonation.

3. No Personal Correspondence

The OPRAmachine Service is solely for the submission and publication of public documents in accordance with the New Jersey Open Public Records Act (OPRA). You may not utilize the Service to submit personal correspondence to government agencies not connected with an OPRA request or general correspondence that is abusive of the service’s primary purpose of the submission of Open Public Records Act (OPRA) requests to public entities.

4. No Targeted Harassment

You must not utilize the Service to engage in targeted harassment against individuals or make terroristic threats, or use the information contained on the platform in support thereof. This policy shall not prohibit the use of the platform for activism and political activities, to include a robust public debate and democratic activities, opposition research, criticism of public officials and related uses. This policy will also not prohibit expressions of opinion in comments posted to the Service, however in consideration of your use of the Service you acknowledge and agree that you are solely liable for any and all statements of opinion and fact contained within user-generated content you submit to the Service.

5. No Vexatious Requests

You must not utilize the Service to submit Vexatious Requests. A vexatious request is defined as a requests that are determined to have been filed (in our sole discretion) solely to harass governmental agencies and disrupt governmental operations.

6. No Illegal Content

You must not utilize the Service to engage in the publication of content that contravenes New Jersey state or federal law or knowing violations of copyright protections. We may remove such content and terminate access to the Service in our sole discretion.

7. No Spam

We do not support using the Service to send spam, chain letters or marketing material to public entities or other users of the Service. Users who post such content may have their access to the Service terminated without prior notice.

8. No Confidential Personal Identifiers

As a public website, OPRAMachine is not designed for the processing or storage of confidential personal identifiers. You expressly acknowledge and agree that you will not use the OPRAMachine service for the transmission of any such identifiers, including:

- (a) Social Security Numbers (including the last 4 digits)
- (b) Active financial account numbers (to include credit and debit card numbers)
- (c) Driver's license numbers
- (d) Computer usernames in combination with passwords
- (e) PIN or security codes

Should you breach this section of the terms (knowingly or inadvertently), you expressly acknowledge and agree that you are solely liable for rectifying the breach of confidential persona identifiers, including any and all reporting and remediation requirements under New Jersey state and/or federal law.

Content Removal Policy

We have the right (though not the obligation) to, in our sole discretion, (i) refuse or remove any content that, in our reasonable opinion, violates any of our policy or procedure or is in any way harmful or objectionable.

To maximize the robust public debate fostered by a freely accessible platform, OPRAMachine will typically only honor requests to remove content where private, confidential personal identifiers are released (as defined in Section 8 of the "Prohibited Uses" of the Terms).

Types of Content That May Be Subject To Removal In Our Sole Discretion

For informational purposes only, the following types of content may be subject to removal under this policy. The specific facts of the situation will dictate any removal decision made by OPRAMachine:

- Private personally identifying information, which if published would needlessly harm a private individual or
- Private information that should have been redacted but was accidentally left clear. (This alone is not enough for the OPRAMachine administration to accommodate a removal request, we will still apply a public interest balancing test.)
- Content that violates these Terms

- Content that infringes on copyright. If we receive a valid DMCA notice, we may remove the content from our platforms. If we believe that the content is not infringing, we may file a counter-notice or otherwise dispute the said notice.
- Illegal content

Types of Content NOT Subject To Removal

- OPRAMachine does **not** generally entertain requests to remove the names of public officials, businesses or addresses contained on public documents, annotations, or comments and / or email correspondence for reasons of personal preference, unless otherwise required by applicable law or order from a court of competent jurisdiction.
- OPRAMachine does not entertain requests from users to retroactively remove OPRA requests and responses that have been previously published for reasons of personal preference.
- OPRAMachine does not entertain blanket demands for the removal of records pertaining to an individual or organization. OPRAMachine only accepts individual removal requests via the procedure described below.
- Please be aware that OPRAMachine is not a public agency, nor does it serve as an agent or representative of same. Therefore, expungement orders or other court orders applicable to public agencies alone are not binding on OPRAMachine.

Content Removal Procedure

OPRAMachine accepts content removal requests from any user of the Service via the following procedure. The sole remedy available for individuals seeking to request removal or redaction of user-generated content hosted on OPRAMachine will be as follows:

1. Click the “Report” button on the OPRA request or response that you believe warrants removal in accordance with the Terms.
2. Select the reason that best matches your removal request from the menu.
3. Fill out the form and identify with specificity the basis for your removal request. **Your request must precisely identify the location and nature of the content that you believe warrants removal as well as the legal / factual basis**

for same so that your request may be evaluated. Vague requests such as “contains confidential information” will not be accepted.

4. Click “Report request” to submit the removal request for review.
5. OPRAMachine will review the report and take action as it deems appropriate.

Where practical, we endeavor to make users of the Service aware of content removal requests pertaining to their activity but are under no obligation to do so.

THIS IS THE ONLY PROCEDURE AVAILABLE FOR REQUESTING CONTENT REMOVAL FROM THE OPRAMACHINE SERVICE. NO PHONE CALLS, EMAILS OR OTHER CORRESPONDENCE REQUESTING REMOVAL OF CONTENT WILL BE ENTERTAINED TO INITIATE CONTENT REMOVAL.

DMCA Removals

OPRAMachine complies with the Digital Millennium Copyright Act (DMCA) for alleged copyright violations for user-generated content.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify OPRAMachine’s copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (“DMCA”).

For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Heroku to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
OPRAMachine
Address: PO Box 1232 Forked River, NJ 08731
Email: info@opramachine.com

“Daniel’s Law” Policy

OPRAMachine will consider written requests for the removal of a home address or home telephone number that may be covered under Daniel’s Law from an “authorized person” or a “covered person” in accordance with N.J.S.A 56:8-166.1 et seq. It is the policy of OPRAMachine to make a determination on such requests within 10 business days as required by applicable law.

As provided by: N.J.S.A 56:8-166.1 et seq.:

“Authorized person” means a covered person or any of the following persons hereby authorized to submit or revoke a request for the redaction or nondisclosure of a home address on behalf of a covered person:

(1) on behalf of any federal judge, a designee of the United States Marshals Service or of the clerk of any United States District Court;

(2) on behalf of any covered person who is deceased or medically or psychologically incapacitated, a person acting on behalf of the covered person as a designated trustee, as an estate executor, or pursuant to a written power of attorney or other legal instrument; and

(3) on behalf of any immediate family member who is a minor and who is otherwise entitled to address redaction or nondisclosure pursuant to this act, the parent or legal guardian thereof.

"Person" shall not be construed to include in any capacity the custodian of a government record as defined in section 1 of P.L.1995, c.23 (C.47:1A-1.1)

OPRAMachine will accept written demands under N.J.S.A 56:8-166.1 via the content removal procedure noted above, or via the below methods. We will only consider demands from “covered persons,” “authorized persons” or their legal representatives.

Attn: Daniel’s Law
OPRAMachine
Address: PO Box 1232 Forked River, NJ 08731
Email: info@opramachine.com

Suspension and Termination

We may suspend your user account or terminate access to whole or part of any OPRAmachine Service in the event of any suspected illegal activity, or if you use the Service in a manner likely to degrade performance for other users. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the OPRAmachine Service if you breach any payment agreement you make with us, or upon reasonable belief that you have violated the Terms and to terminate your access to any OPRAmachine Service in case of unexpected technical issues or discontinuation of the Service. Termination of user account will include denial of access to all Service.

Governing Law

By visiting the Service, you agree that the laws of the State of New Jersey, without regard to the principles of conflict of laws, will govern these Terms & Conditions and any dispute of any sort that might arise between you and OPRAmachine.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and OPRAmachine.com and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service).

If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.