WisVote User Agreement

PURPOSE AND SCOPE:

WisVote is a web-based election administration system designed to assist election officials in various election-related tasks including, and not limited to, voter registration, ballot access, absentee and provisional ballot tracking, establishment of polling places, training, etc. WisVote is the successor to Wisconsin's former Statewide Voter Registration System (SVRS) and is maintained by the Wisconsin Elections Commission (WEC) in compliance with the federal Help America Vote Act of 2002 (HAVA) and Wisconsin law authorizing an electronic voter registration list, Wis. Stat. § 6.36.

Access to WisVote will assist you in administering elections that are fair, free, and efficient. With this access comes important responsibilities including the maintenance of accurate data and the safeguarding of sensitive, personally identifiable information (PII) of countless electors. Sensitive PII is defined as information that identifies an individual or information about an individual, that if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, or inconvenience to an individual. Under Wisconsin election law, Wis. Stat. § 6.36(1)(b)(1), PII includes:

- Social Security Numbers
- Dates of Birth
- Operators' License Numbers
- Confidential Elector Addresses
- Indications of Accommodations to Vote

In exchange for access to WisVote, you agree to be legally bound by the terms, provisions, and confidential requirements set forth in this User Agreement, the WisVote Confidentiality Agreement, and all applicable federal and state laws. You also agree to comply with all ongoing directives and recommendations from the Wisconsin Elections Commission aimed at improving the security and integrity of the WisVote system with respect to hardware, software, and operating system requirements, password/account management changes, and security training. This agreement applies to any person who accesses WisVote and any associated equipment that is used to manage, access, and/or monitor the WisVote system. All WisVote users must agree to the terms of this policy and sign it to obtain and/or maintain access to the system.

INDIVIDUAL RESPONSIBILITIES:

An individual accessing the WisVote system must comply with the following standards and provisions:

- WisVote shall be used only for tasks directly related to the administration of elections.
- User will successfully complete all required WEC computer security training and follow outlined best practices.
- User is responsible for maintaining a secure email address.
- User may access, use, or disclose electors' sensitive personal identifying information, only when necessary, and only as it relates to the administration of elections, prescribed in the user's official duties, or as otherwise prescribed by law.
- User may NOT display or provide electors' sensitive personal identifying information to unauthorized persons.
- User is strictly prohibited from sharing WisVote accounts, sharing passwords, and multi-factor-authentication credentials.
- Each user is required to secure and maintain his/her own WisVote account.
- User will notify the WEC Help Desk when leaving employment, or are no longer responsible for working in WisVote, to deactivate his/her account as soon as possible to ensure that only active, authorized users have access to the system.

- User will only access WisVote using systems where reasonable security safeguards are in place, have been taken, including:
  - running an operating system that receives regular security updates from the manufacturer (operating systems no longer supported by the manufacturer, such as Windows XP, should not be used);
  - regularly updating the operating system, browser(s), and other applications, as necessary;
  - installing an anti-virus scanner that receives regular updates and runs regular scans; and
  - conforming with the **WisVote Technology Standards** document on the agency website, and/or contact the WEC's Help Desk if help is required to determine whether any of your systems are out of date.
- User has the authority to authorize and hereby specifically authorizes the WEC, its agents, or third parties (with whom it is collaborating for the purposes of security assessment), to conduct announced or unannounced security testing, including and not limited to audits, penetration testing, vulnerability scanning, and any other security test on the WisVote system that may impact user experience or data.
- User agrees NOT to access WisVote using a device that is believed to have been compromised by malware.
- User agrees to contact the WEC's Help Desk if the WisVote system becomes erratic, or if it appears the system has been tampered with, or the user's local virus protection software identifies an infection. Degraded system performance or erratic behavior may indicate the presence of malware.

INCIDENT NOTIFICATION:

User agrees to take all appropriate action, whether by instruction, agreement, or otherwise, to ensure the protection, confidentiality, and security of the information and associated automated systems. User agrees to immediately report all violations or suspected violations of information security to the Wisconsin Elections Commission's Help Desk (608-261-2028 or elections@wi.gov), and, when applicable, to his/her employment supervisor.

User additionally agrees to contact the Wisconsin Election Commission's Help Desk if, for any reason, the user is unable to fully comply with any of the conditions outlined in this User Agreement. In rare instances, reasonable accommodations may be allowed on a case by case basis after consultation with WEC staff. Reasonable accommodations outside of this agreement shall be in writing and pre-approved by the WEC staff.

ACKNOWLEDGEMENT:

I certify that I have reviewed, understand, and agree to abide by the User Agreement set forth above. I further agree to treat all personal identifying information as sensitive and will not disclose any unless otherwise expressly permitted by statute. Failing to comply with this agreement may result in the user's loss of access to the WisVote system, and may result in disciplinary action, and civil or criminal liability, or both under applicable provisions of federal and state laws.

I understand that, under Wisconsin's Uniform Electronic Transactions Act, my signature, even if in electronic form, has full legal effect. See Wis. Stat. § 137.15. I understand and agree that typing my name or clicking "I agree" has the same legal effect as if I have physically signed the agreement. I have read this agreement and am signing it voluntarily.

_____   _____
Printed Name of WisVote User   Signature of WisVote User

_____   _____
Name of Agency/Organization   Date