

PENNSYLVANIA DEPARTMENT OF STATE

MAIL BALLOT WEB API TERMS OF USE

Version 1.0 – June 2024

Under the Pennsylvania Election Code, Pennsylvania voters are permitted to request a mail-in ballot without providing any reason or excuse. The Department of State intends to allow Partner Organizations (Posting Organizations and their Affiliates) to access the mail-in ballot application portal via a web application programming interface, or web API, which would allow Pennsylvania voters to apply for a mail-in ballot through a Posting Organization's Application. Before accessing the web API or any of its associated tools or documentation, each Posting Organization must agree to the following:

1. Definitions

Affiliate. An organization that uses a Posting Organization's Application as a vehicle through which it will access the PA MB Web API.

Applicant. An individual who applies for a mail ballot using the Posting Organization's Application.

Application. The software application that the Posting Organization proposes to connect to and communicate with the PA MB Web API.

DOS. The Pennsylvania Department of State.

Partner ID. A unique identification number assigned to each Partner Organization used to track applications submitted through the PA MB Web API.

Partner Organization. An organization which is either a Posting Organization or an Affiliate of a Posting Organization.

PA MB Web API. The application programming interface offered and maintained by DOS to provide an interface between DOS's mail-in ballot application and other web-based applications. The term includes the associated tools and documentation necessary to use the API.

Posting Organization. An organization which has developed, or is developing, an application that will submit a complete set of mail ballot information to DOS on behalf of applicants who use the Posting Entity's Application, either through interaction directly with the Posting Organization or indirectly through one of the Posting Organization's Affiliates.

2. Grant of Access

The Posting Organization understands that the electronic signature on the Terms of Use will constitute the legal equivalent of its authorized representative's signature. Upon receipt of the Posting Organization's acceptance of, and its authorized representative's signature on, these Terms on DOS's website, DOS will grant Posting Organization access to the PA MB Web API pursuant to the following registration, testing, and access procedures:

- a. The Posting Organization must register with DOS and create an account by going to <https://paMBwebapi.vote.pa.gov/SUREWebAPIAdmin/>.
 - b. The Posting Organization must provide all of the information requested in the online login form when creating an account. The Posting Organization account must contain accurate and up-to-date information at all times, including the Posting Organization's representative's current title and contact information.
 - c. Upon registration, the Posting Organization will be contacted by DOS to arrange for testing of any Application that will connect to and communicate with the PA MB Web API. DOS will provide a master text document in English and Spanish, and such other languages into which DOS may translate its mail-in ballot application. DOS will provide a link to the DOS Staging environment and an authentication key for the staging environment. The Posting Organization must demonstrate its Application in the staging environment and through supporting documentation (i.e. application screen shots) to DOS staff to verify functionality and language requirements. The Application must pass all test cases with the Test Matrix provided by DOS.
 - d. Applications that do not pass the test requirements will not be permitted to use the PA MB Web API.
 - e. Once an Application successfully completes the test requirements, Posting Organization will be given production access credentials for its Application. Access credentials include the necessary security keys or other credentials necessary to access the API. The access credentials enable DOS to associate the Posting Organization's API activity with its Application and the mail-in ballot applications associated with it.
 - f. The Posting Organization agree to keep all access credentials in strict confidence. Access credentials may not be shared, sold, transferred, or sublicensed. Notwithstanding the foregoing, the Posting Organization may permit Affiliates to use its Application and the PA MB Web API provided that
 - i. Posting Organization identifies each Affiliate by a unique partner ID for identification;
 - ii. Posting Organization represents and warrants that its Affiliates shall not have the ability to change or modify its Application; and
 - iii. each Affiliate identifies the Posting Organization's Application as the vehicle through which it will access the PA MB Web API below.
 - g. If any Affiliate is hosting the Posting Organization's Application on a separate server, the Posting Organization agrees to inform DOS. The Affiliate must create their own Posting Organization account, register separately with DOS, and submit the application for testing. DOS may modify the testing protocol at its discretion for a previously tested and approved Application. Posting Organization agrees to provide DOS with notice of new Affiliates as soon as practicable. Currently, Posting Organization acknowledges that the following Affiliates may use Posting Entity's Application to access the PA MB Web API:
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- h. Once access is granted, posting of mail-in ballot information is governed by the process set forth in the PA MB Web API Posting Organization Technical Requirements document, www.dos.pa.gov/PAMBWEBAPI. The posting process must include a Pre-Save Data Operation and an HTTPS post. The Technical Requirements document includes a technical description and diagrams of the posting process.
- i. From time to time, DOS may make upgrades or modifications to the www.dos.pa.gov/PAOVRWebAPI website. To the extent that such modifications impact PA MB web API, including Get Calls, DOS will provide the Posting Organization with sixty (60) days' notice before deployment. The Posting Organization agrees that its Application will comply with any modifications. DOS may revoke a Posting Organization's credentials for failure to comply with modifications. If DOS is required to make modifications on an emergency basis to respond to legislation, litigation, or other authority, DOS will notify the Posting Organization within 48 hours of determining that such modifications are necessary.
- j. DOS reserves the right to cancel or revoke Posting Organization's access credentials at any time for any reason, including, but not limited to, the following acts or omissions by the Posting Organization or any of its Affiliates:
- 1) material breach of these Terms;
 - 2) sale of Applicant information to a third party;
 - 3) excessive submission of false or erroneous mail-in ballot applications;
 - 4) disclosure of access credentials;
 - 5) display of inappropriate content in Posting Organization's Application; or
 - 6) interference with or disruption of <https://www.pavoterservices.pa.gov/Pages/VoterRegistrationApplication.aspx> or any other DOS website, servers or networks.
- k. The Posting Organization agrees that it will track each mail-in ballot application by Partner ID. Should DOS determine that it is receiving an excessive number of erroneous or potentially fraudulent applications, DOS shall notify Posting Organization of that determination and provide transaction ID numbers to Posting Organization. Posting Organization agrees to respond to DOS within 24 hours and to revoke the Affiliate's access to its Application at DOS' request. Posting Organization also agrees to investigate such applications within the timeframe directed by DOS. If Posting Organization fails to respond to DOS' notification or to investigate such applications within the directed time, DOS reserves the right to revoke Posting Organization's Access Credentials.
- l. At its discretion, DOS may permit Posting Organization to cure the condition that resulted in revocation. Upon satisfactory evidence of cure, DOS may, in its sole discretion, reinstate Posting Organization's access credentials.

3. Representations

The Posting Organization represents and warrants that:

- a. It is developing an Application designed to help Pennsylvania voters apply for a mail-in ballot electronically;
- b. It does not require the payment of any fee of any kind for an applicant to use its Application;
- c. It shall take all precautions to reduce and mitigate fraudulent or erroneous mail-in ballot applications and implement measures to avoid such submissions;
- d. It is acting on behalf of an Applicant and has permission from the Applicant to post the complete set of mail-in ballot application information to the PA MB Web API on behalf of the Applicant via the Application.
- e. It shall at a minimum, conform to accessibility standards set forth in Section 508 of the United States Rehabilitation Act, and the Web Content Accessibility Guidelines 2.0 (W3C World Wide Web Consortium Recommendation WCAG 2.0 12/2008, Level A & Level AA Success Criteria) (Guidelines). The Guidelines assist organizations in making web content more accessible for people with disabilities.

4. Data Fields and Disclosure Requirements

- a. The Posting Organization agrees that its Application shall present to the Applicant, and post to the PA MB Web API, the following fields:
 - 1) Legal Name (First/Middle/Last /Suffix)
 - 2) Date of Birth (MM/DD/YYYY)
 - 3) PA PennDOT Product (Driver's License)
 - 4) Residential Address (Street address, Street Address 2 Unit type, unit number, City, Zip, County, Municipality)
 - 5) Lived At this address since
 - 6) County where you live
 - 7) Mailing Ballot to Different address Flag
 - 8) If YES, Mailing Address (Street address or P.O. Box, City, State, Zip)
 - 9) If YES, Is Mailing address in the US?
 - 10) If NO, Mailing Country
 - 11) Text of Voter MB Declaration
 - 12) Confirmation Check Box Agreement to Voter Declaration
 - 13) Text of penalty for falsifying information

This list is only a summary of required fields. Please see the PA MB Web API Field Definition document, www.dos.pa.gov/PAMBWEBAPI for a list of detailed requirements for each field and requirements for optional fields.

Even if the data field listed above is optional for the purpose of accepting a mail-in ballot application, Posting Organizations must still provide the data field option to Applicants and transmit the Applicant's input to the PA MB Web API.

No Partner Organization shall collect any additional fields, data, or information from the Applicant that are not defined in the technical specifications document provided by DOS.

- b. Posting Organization agrees to provide all the disclosures below, and any additional disclosures DOS may require in the future, to each Applicant who may enter information in the Posting Organization's Application for posting to the PA MB Web API. The Posting

Organization must demonstrate compliance with these disclosures at the time its application is presented to DOS for testing. DOS will provide the current official language for the below items at the time of application. No Partner Organization shall modify any of the disclosures listed below nor shall they add, supplement, or otherwise cause disclosures to be presented to an Applicant that are not approved by DOS. Refer to Appendix A for the disclosure language.

- 1) “Mail-in Ballot Application Deadline”
- 2) “Application Clarification”
- 3) “What You Will Need”
- 4) “Additional Information”
- 5) “Voter MB Declaration”
- 6) “Voter Agreement”
- 7) “Penalty”

5. Privacy and Security

The Posting Organization agrees to:

- a. Conform to industry standards for website privacy and security, including but not limited to using ‘HTTPS’ for all interactions that contain Posting Organization-specific data. Posting Organization’s Application must include its own user agreement and privacy policy. The user agreement and privacy policy must be prominently identified or located where users download or access the Application. The privacy policy must meet applicable legal standards and accurately describe the collection, use, storage, and sharing of data.
- b. Promptly notify DOS of any breaches of its user agreement or privacy policy that impact or may impact PA MB. Posting Organization shall disclose to Applicant what information its Application collects and how that information is used.
- c. Abide by any federal, state or local law or regulation governing the protection and retention of personally identifying information.
- d. Give Applicants the option of proceeding immediately to the PA MB website to complete and submit a mail-in ballot application without providing personal information to Posting Organization through its Application to the extent that the Posting Organization is using a web-based platform. This requirement does not apply to native mobile application platforms.
- e. Ensure that neither it, nor an Affiliate named in paragraph 2.g. above, whether separately registered or not, misuses, sells, leases, loans, or delivers possession to a third party any Applicant information provided for the purpose of posting to the PA MB Web API, except that a Posting Organization may retain such information for its own use and may share such information with its Affiliates for their own use.
- f. Submit the IP source addresses of the server hosts which will be communicating with PA MB Web API and from which posts will occur, at least fourteen (14) days in advance of expected use. Posts will be restricted to authorized IP source addresses. Posting Organization shall provide this information to DOS at the email address set forth in paragraph 6.i.
- g. Implement API Keys per the PA MB Web API Posting Organization Technical Requirements document, available at www.dos.pa.gov/PAOVRWebAPI. The Key will be random and will be generated by DOS and issued to the Posting Organization while in good standing and will

expire upon termination of these Terms. The Key will be used to identify the Posting Organization and will be validated with each communication. Upon successful validation by DOS, Posting Organization's Application will be allowed to post data to the PA MB Web API. If the Key is invalid, then access to the PA MB Web API will be denied. The Posting Organization shall keep the Key confidential in transit and storage and shall destroy it upon termination of these Terms.

- h. Implement Secure Socket Layer encryption to protect application data for any transactions not directly connected to the DOS web servers at a minimum of 2048 bit encryption.

6. Miscellaneous

- a. Ownership. Posting Organization has no ownership rights with respect to the PA MB Web API or any portion of it and shall not use the PA MB Web API or any portion of it except as expressly set forth in these Terms. The Posting Organization shall not: (i) modify or create derivative works of the PA MB Web API; (ii) sublicense, assign, distribute, or otherwise transfer or disclose the PA MB Web API, or any portion of it or any related documentation, to any third-party; (iii) use the PA MB Web API on or in connection with any website other than that expressly authorized by DOS through the registration process; nor (iv) cause, assist, or permit any third-party to do any of the foregoing.
- b. Limitation of Liability. In no event will the Posting Organization be liable for consequential or incidental damages. Except as set out in paragraph 6.d., below, the Posting Organization will not be liable for damages due to lost records or data. Notwithstanding the foregoing, the Posting Organization shall provide reasonable assistance to DOS in restoring such lost records or data to their most recent backup copy.
- c. Hold Harmless. The Posting Organization shall hold DOS and the Commonwealth harmless from and indemnify DOS and the Commonwealth against any and all Affiliate and third-party claims, demands, and actions based upon or arising out of any activities relating to these Terms.
- d. Virus, Malicious, Mischievous, or Destructive Programming. Notwithstanding any other provision in these Terms to the contrary, if the Posting Organization or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into DOS's or the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, the Posting Organization shall be liable for any damage to any data and/or software owned or licensed by DOS or the Commonwealth. The Posting Organization shall be liable for any damages incurred by DOS and the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Posting Organization's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Posting Organization, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Posting Organization shall eliminate the virus, malicious, mischievous or destructive programming, restore DOS's and the Commonwealth's software, and be liable to DOS and the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of these Terms and complying with those standards.

- e. Patent, Copyright, Trademark, and Trade Secret Protection. The Posting Organization shall hold DOS and the Commonwealth harmless from any suit or proceeding which may be brought by an Affiliate or third-party against DOS or the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of these terms, including all work, services, materials, reports, studies, and computer programs provided by the Posting Organization, and in any such suit or proceeding will satisfy any final award for such infringement, including costs.
- f. Non-Discrimination. Posting Organization shall not in any manner discriminate, harass, or allow harassment against any employee, applicant for employment, or Applicant for a mail-in ballot because of gender, race, creed, color, sexual orientation, gender identity or expression, ancestry, religious creed, political beliefs, partisan affiliation, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, or denial of family-care leave.
- g. Governing Law. These Terms are governed by and shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- h. Representations. Posting Organization represents and warrants that its agreement and obligations under these Terms do not infringe on the intellectual property, copyright, privacy, or contractual rights of any third party.
- i. Notices. Notices shall be sent to the Posting Organization at the email addresses set forth in the registration form submitted at the time of registration or at such other address as shall be given to DOS in writing. Notice to the Commonwealth shall be via email to RA-voterreg@pa.gov.
- j. Assignment. Posting Organization may not assign or delegate any rights or obligations under these Terms. Any purported assignment and delegation shall be ineffective.
- k. Modification. DOS reserves the right to modify, supplement, or replace these Terms, effective prospectively upon posting at www.dos.pa.gov/PAMBWEBAPI or otherwise notifying the Posting Organization. For example, DOS may present an updated version and last-modified date at www.dos.pa.gov/PAMBWEBAPI upon amending these Terms so that Partner Organizations may access and review the changes prior to their continued use of PA MB Web API.
- l. Termination. These Terms shall remain in effect until such time as DOS no longer provides the PA MB Web API, Posting Organization no longer desires to access the PA MB Web API, or DOS has revoked Posting Entity's access credentials pursuant to paragraph 2.g., above. Upon termination of these terms, Posting Organization shall destroy information related to the security requirements and process for the PA MB Web API shared by DOS for purposes of these Terms and shall forward to DOS any Applicant information collected but not yet posted to the PA MB Web API.
- m. Complete Agreement. These Terms, together with the documents incorporated here by reference, constitute the entire agreement between the Posting Organization and DOS, and supersede any prior or contemporaneous agreements.
- n. Electronic Transaction. Posting Organization acknowledges that an authorized representative has read and understood these Terms, has full legal authority to register its Application and

agree to these Terms, and agrees to be bound by these Terms of Use. By checking the box below, Posting Organization's authorized representative is signing the application electronically. In doing so:

- 1) Posting Organization agrees that its authorized representative has read and accepted these Terms.
- 2) Posting Organization understands that the electronic signature will constitute the legal equivalent of a signature.
- 3) Posting Organization agrees to these Terms by electronic means and that all laws of the Commonwealth of Pennsylvania will apply to this transaction.

POSTING ORGANIZATION CONFIRMS THAT ITS AUTHORIZED REPRESENTATIVE HAS READ AND AGREED TO THE TERMS ABOVE.

Appendix A

Disclosure 1 – Mail Ballot Application

Deadline

[add deadline for mail ballots] is the last day to apply for a mail-in ballot before the [insert upcoming election date] election.

Disclosure 2 – Application Clarification

Your application is not **approved** until processed and accepted by your county election office.

Disclosure 3 – What You Will Need

What You Will Need:

To apply for a mail ballot online you will need:

- Your Pennsylvania driver license or PennDOT identification card number;
and
- Your name, date of birth, and address

If you have a driver's license or PennDOT identification card, you **MUST** supply it. If you do not have a driver's license or PennDOT ID card, you will not be able to use the mail ballot API for submitting your application.

Your information will be provided to the Pennsylvania Department of Transportation to retrieve a copy of your signature on file with PennDOT. If you do not have a Pennsylvania driver's license or identification card, you can use the Department's [Mail Ballot Application \(pa.gov\)](#) or complete a mail ballot application form and send to your county election Office.

Disclosure 4 – Additional Information

For more information on applying for a mail-in ballot, you may want to visit www.vote.pa.gov.

Disclosure 5 — Voter MB Declaration

I declare that I am eligible to vote by mail-in ballot at the forthcoming primary or election, that I am requesting the ballot of the party with which I am enrolled according to my voter registration record, and that all of the information that I have listed on this mail-in ballot application is true and correct.

WARNING — If you receive a mail-in ballot and return your voted ballot by the deadline, you may not vote at your polling place on election day. If you are unable to return your voted mail-in ballot by the deadline, you may only vote a provisional ballot at your polling place on election day, unless you surrender your mail-in ballot and envelope to the judge of elections to be voided to vote by regular ballot.

By checking the box below, you are signing the application electronically. In doing so:

- You agree you have read and accept the terms of the declaration above.
- You understand that your electronic signature on this application will constitute a legal signature.
- You agree to submit this mail-in ballot application electronically and that all laws of the Commonwealth of Pennsylvania will apply to this transaction.

If you provided your PA driver's License or PennDOT ID number, you understand that the signature from that PennDOT record will count as your signature on your mail-in ballot application. If you upload an image of your signature, you understand that the signature will constitute your signature on your mail-in ballot application.

[Checkbox] I CONFIRM THAT I HAVE READ AND AGREE TO THE TERMS ABOVE.

Disclosure 6 – Penalty

PENALTY FOR FALSIFYING DECLARATION

WARNING: If a person signs an official mail-in ballot application knowing a statement declared in the application to be false, makes a false registration, or furnishes false information, the person commits perjury. Perjury is punishable, upon conviction, by a term of imprisonment not exceeding seven years, or a fine not exceeding \$15,000, or both, at the discretion of the court.

Submitting an application containing false information may also subject a person to other penalties, including loss of the right of suffrage, under state or federal law.