

Privacy Policy

Updated May 19, 2022

The Randolph County Democratic Committee (the “Committee”) is serious about your privacy rights, and about providing you with the information you need in order to protect them. Accordingly, we’ve created this policy to explain our privacy practices. This applies to <https://randolphcodems.com/> only.

We may revise and update this policy if our practices change, if we add new features to the site, or if we change existing ones that affect these practices. We may also modify this policy if we find better ways to inform you of products or services that we think will be of interest. You should refer back to this page often for the latest information.

Information Collected About You

We collect a variety of personal information about those who register on our site, make contributions through our site or use other functions or features on the site. Personal information is information that can be directly associated with a specific person or entity such as a name, address, telephone number, credit card information, bank account information, e-mail address, or information about activities that are directly linked to that person.

We collect information you give us when you register on our site, contact us or make an online contribution. For example, when making a contribution, in addition to providing us your name, address, occupation and name of employer, you will need to provide us a billing address and credit

card or bank account information, and answer a series of brief questions to make sure we may legally accept your contribution.

You may make changes to the information you have provided by visiting any “Update Profile” page throughout the <https://randolphcodems.com/>. You may also contact us at RandolphDemsGAinfo@gmail.com with any questions or changes to your account.

Automatically Collected Information: We automatically receive certain types of information whenever you interact with us online. For example, when you visit our site, our systems automatically collect your IP address and the type of browser you use. Information may be automatically collected through the use of “cookies” (more information below). We also collect “clickstream” data about your use of the site.

Network And Information Security

We employ a variety of physical, electronic, and procedural safeguards to guard your personal information. For example, we use commercially reasonable tools and techniques to protect against unauthorized access to our systems. Also, we restrict access to personal information about you to those employees who need to know that information to provide services to you. In addition, we work to protect the security of your personal information by using Secure Sockets Layer (SSL) software, which encrypts information you input and allows you to view your information in a secure manner.

You should be aware that we have no control over the security of other sites on the Internet you might visit, interact with, or from which you buy products or services. Further, we store the personal information we collect from you behind a secure firewall and place the transaction site on a secure server.

Disclosure Of Personal Information

Information about our donors and web site visitors is one of our most important assets and therefore we keep it confidential. Personal information is made available to others for the following, limited purposes:

To Comply with Campaign Finance Laws. We are often required to disclose information regarding our contributions to comply with campaign finance laws. For example, federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions aggregate in excess of \$200 in a calendar year.

To Carry Out Your Requests. We also may be required to disclose personal information in order to carry out your requests when you use the site. For example, we will share personal information with third parties as necessary to complete a donation transaction or to deliver an e-mail to someone you have identified or when we disclose your return address as part of the service.

To Protect You and Ourselves. We release personal information when we believe release is appropriate to comply with the law (e.g., a lawful subpoena), to protect our rights or property, or to protect our donors and supporters from fraudulent, abusive, or unlawful conduct, or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

To Support Democratic Candidates and Organizations. We may disclose selected personal information (other than credit card or bank information) to other Democratic campaigns or organizations for their use in campaign activities and other special projects. We require that the information be used only for that specific purpose. If you consent to receive text messages from the Committee, the Committee will not transfer such consent to other organizations.

Cookies

We may automatically collect information using “cookies” or cookie-like files called Local Shared Objects (Flash cookies). Cookies are small data files stored on your hard drive by a Web site. Local Shared Objects are larger data files stored on your hard drive. Among other things, cookies and Local Shared Objects help us improve our site and your experience, count visits to our site and to tailor your experience on our site according to which areas you have visited on our site and the preferences you have specified, and to save you the effort of having to log in or provide information each time you visit our Web site. These cookies and Local Shared Objects may be linked to your personal information. Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our site. Browser settings will not affect Local Shared Objects. To identify the Local Shared Objects on your computer and adjust your settings, you need to go to this website: www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html

Web Beacons

We may collect information using Web beacons. Web beacons are electronic images that may be used on our sites or in our emails. We use Web beacons to deliver cookies, count visits, understand usage and campaign effectiveness and to tell if an email has been opened and acted upon.

Third Party Advertisements.

We may also use third parties to show you ads for other organizations on our site. We may also use third parties to show our ads on other organizations’ Web sites based on your prior visits to our

site. To show these ads, these third parties may automatically collect information about your visits to our site and other Web sites, your IP address, your ISP, the browser you use to visit our site (but not your name, address, email address or telephone number). They do this using cookies, clear gifs or other technologies. Information collected may be used, among other things, to deliver advertising targeted to your interests and to better understand the usage and visitation of our site and the other Web sites tracked by these third parties. This policy does not apply to, and we are not responsible for, cookies or clear gifs in third party ads or on third party Web sites, and we encourage you to check the privacy policies of advertisers and/or ad services to learn about their use of cookies and other technology. If you would like more information about this practice and to know your choices about not having this information used by these third parties, [click here](#).

Children's Online Privacy Protection Act

We do not knowingly, directly or passively, collect information from children under the age of 13. To respect the privacy of children and to comply with the Children's Online Privacy Protection Act, children under the age of 13 should not provide any Personal Information on this Site. We ask that parents supervise their children while online.

Links To Other Sites

Please be aware that we may provide links to third-party Web sites, including those sites maintained by Democratic candidates, other Democratic Party committees and news media outlets, as a service to our visitors. We are not responsible for the content or information collection practices of those sites. Please note that these sites' privacy policies may differ from ours. We encourage your to review and understand their privacy practices before providing them with information.

Updating This Policy

We may revise or update this policy if our practices change, as we change existing or add new features or as we develop better ways to inform you of features we think will be of interest. You should refer back to this page often for the latest information. If we decide to change this policy, we will post a new policy on our sites and change the date at the top of the policy.

How to Contact Us

If you have any questions, comments or concerns, please contact us by phone at (706) 610-0149, by e-mail at RandolphDemsGAinfo@gmail.com or at the mailing address listed below:

Randolph County Georgia Democratic Committee

PO Box 481

Cuthbert, GA 39840

Terms of Service

Last Updated: 5/19/2022

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SITE.

These Terms of Service (“*Terms*”) apply to your access to and use of the websites, mobile applications and other online offerings (collectively, the “*Sites*”) provided by the Randolph County Democratic Committee (“*the Committee*,” “*we*,” or “*us*”). **By accessing or using our Site, you agree to these Terms, and any terms incorporated by reference. If you do not agree to these Terms, do not use our Site.**

We may make changes to these Terms from time to time. If we make material changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Site or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Site after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Site.

If you have any questions about these Terms or our Site, please contact us at
RandolphDemsGAinfo@gmail.com

1. Privacy

For information about how we collect, use, share and otherwise process information about you, please see our **Privacy Policy**.

2. Consent to Use of Data and Mobile Communication; SMS Program Terms

You consent to our communicating with you about the Site and the Committee by SMS, text message, email or other electronic means. Your carrier’s normal, messaging, data, and other rates and fees will apply to these communications.

If you subscribe to any text programs that the Committee makes available, the following terms apply:

(a) By subscribing to Committee updates or alerts, you consent to receive recurring updates or alerts by automatic text message. Text STOP to stop. For Help, text HELP or contact us at RandolphDemsGAinfo@gmail.com. Message and data rates may apply. See our [Privacy Policy](#).

(b) Neither the Committee nor the participating carriers guarantee that messages will be delivered. The Committee may discontinue the program at any time without notice.

(c) You represent and warrant that you are supplying your own phone number, and not someone else's, and that you agree to provide us with notice if you are no longer the primary user of that number.

(d) You acknowledge and agree that you may opt-out of receiving further mobile messages via any opt-out keywords that are universally recognized, including, but not limited to, STOP, UNSUBSCRIBE, CANCEL, END, or QUIT. You acknowledge that any opt-out method not expressly provided in this opt-out provision is unreasonable.

(e) You may not receive mobile messages if you are under thirteen (13) years of age and if you are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to register to receive mobile messages.

3. User Content

Our Site may allow you and other users to create, post, store, submit, and share content, including messages, comments, stories, text, photos, graphics, videos, music, and other materials (collectively, "*User Content*"). Except for the license you grant below, you retain all rights in and to your User Content, as between you and the Committee.

You grant the Committee and its independent contractors, service providers, consultants and joint committee members a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully paid,

and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display your User Content, and any name, username or likeness provided in connection with your User Content, in all media formats and channels now known or later developed, and for any purpose, without compensation to you. When you post or otherwise share User Content on or through our Site, you understand that your User Content and any associated information (such as your username or profile photo) may be visible to others.

You may not create, post, store, or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that your User Content, and our use of such User Content as permitted by these Terms, will not violate any rights of or cause injury to any person or entity. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason with or without notice.

4. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort in connection with any User Content you post to the Site, and you are solely responsible for your conduct while using our Site. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and the Committee;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell or commercially use our Site;

- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Site, except as expressly permitted by us or our licensors;
- Modify our Site, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Site;
- Use our Site other than for its intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Site or that could damage, disable, overburden or impair the functioning of our Site in any manner;
- Reverse engineer any aspect of our Site or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Site;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Site;
- Develop or use any applications that interact with our Site without our prior written consent;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Bypass or ignore instructions contained in our robots.txt file; or
- Use our Site for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

You may also post or otherwise share only User Content that is nonconfidential and that you have all necessary rights to disclose. You may not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;

- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- In our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Site, or may expose the Committee or others to any harm or liability of any type.

Enforcement of this Section 4 is solely at the Committee's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 4 does not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules.

5. Ownership; Limited License

The Site, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by the Committee or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Site are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Site for your own personal, noncommercial use. Any use of the Site other than

as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

6. Trademarks

Randolph County Democratic Committee and our logos, our product or service names, our slogans and the look and feel of the Site are trademarks of the Committee and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Committee names or logos mentioned on the Site are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

7. Feedback

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about the Committee or our Site (collectively, “*Feedback*”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in the Committee’s sole discretion. You understand that the Committee may treat Feedback as nonconfidential.

8. Repeat Infringer Policy; Copyright Complaints

In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that anything on our Site infringes any copyright that you own or control, you may notify the Committee’s designated agent as follows:

Designated Agent: Bobby Jenkins

Address: PO Box 481; Cuthbert, GA 39840

Telephone Number: (706) 610-0149

E-Mail Address: RandolphDemsGAinfo@gmail.com

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Site is infringing, you may be liable to the Committee for certain costs and damages.

9. Third-Party Content, Products, and Sites

We may provide information about third-party organizations, events, campaigns, products, services, or activities, or we may allow third parties to make their content and information available on or through the Site (collectively, “*Third-Party Content*”). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. The Committee does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

10. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Committee and its independent contractors, service providers, and consultants, successor organizations, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the “*Indemnified Parties*”) from and against any losses, liabilities,

claims, demands, damages, expenses or costs (“*Claims*”) arising out of or related to (a) your User Content or Feedback; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your misconduct in connection with the Site. You agree to promptly notify Indemnified Parties of any third-party Claims, cooperate with Indemnified Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the Indemnified Parties will have control of the defense or settlement, at the Indemnified Party’s sole option, of any third-party Claims.

11. Disclaimers

Your use of our Site is at your sole risk. Except as otherwise provided in a writing by us, our Site and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, the Committee does not represent or warrant that our Site is accurate, complete, reliable, current or error-free. While the Committee attempts to make your use of our Site safe, we cannot and do not represent or warrant that our Site or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Site.

12. Limitation of Liability

To the fullest extent permitted by applicable law, the Committee and its contractors, service providers, consultants, and successor organizations, and each of their respective officers, directors, agents, and employees (collectively the “Committee Parties”), will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or

special damages or lost profits, even if such parties have been advised of the possibility of such damages.

The total liability of the Committee and the Committee Parties for any claim arising out of or relating to these Terms or our Sites, regardless of the form of the action, is limited to \$5.

13. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with the Committee and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and the Committee agree that any dispute arising out of or related to these Terms or our Site is personal to you and the Committee and that any dispute will be resolved solely through individual action, and will not be brought as, and you hereby waive the right to bring, a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or the Committee seeks to bring an individual action in small claims court located in the county of your billing address, **you and the Committee waive your rights to a jury trial and to have any other dispute arising out of or related to these Terms or our Site, including claims related to privacy and data security, (collectively, “Disputes”) resolved in court.** Instead, for any Dispute that you have against the Committee you agree to first contact the Committee and attempt to resolve the claim informally by sending a written notice of your claim (“*Notice*”) to the Committee by email at RandolphDemsGAinfo@gmail.com. The Notice must (a) include your name, residence address,

email address, and telephone number; (b) describe the nature and basis of the Dispute; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and the Committee cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All Disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Washington, DC unless you are a consumer, in which case you may elect to hold the arbitration in your county of residence. For purposes of this Section 13, a “*consumer*” means a person using the Site for personal, family or household purposes. You and the Committee agree that Disputes will be held in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“*JAMS Rules*”). The most recent version of the JAMS Rules are available on the [JAMS website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and the Committee agree that these Terms affect interstate commerce and that the enforceability of this Section 13 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the “*FAA*”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitration will allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, the Committee, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including information gathered, prepared and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and the Committee agree that for any arbitration you initiate, you will pay the filing fee (up to a maximum of \$250 if you are a consumer), and the Committee will pay the remaining JAMS fees and costs. For any arbitration initiated by the Committee, the Committee will pay all JAMS fees and costs. You and the Committee agree that the courts of the state of Georgia and of the United States sitting in the state of Georgia have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and the Committee will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 13 by emailing us at RandolphDemsGAinfo@gmail.com, In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 14.

If any portion of this Section 13 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 13; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable.

With respect to any text programs offered by the Committee, the Committee's platform provider is a third-party beneficiary of the foregoing arbitration, class action, and jury waiver provisions.

14. Governing Law and Venue

Any dispute arising from these Terms and your use of the Site will be governed by and construed and enforced in accordance with the laws of the state of Georgia, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the courts of Georgia and the United States, respectively, sitting in Georgia.

15. Modifying and Terminating our Site

We reserve the right to modify our Site or to suspend or stop providing all or portions of our Site at any time. You also have the right to stop using our Site at any time. We are not responsible for any loss or harm related to your inability to access or use our Site.

16. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

17. Miscellaneous

The failure of the Committee to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.