

Make Moderates Matter LLC
Privacy Policy and Terms and Conditions
January 7, 2026

1. Introduction

Welcome to the official website at <https://makemoderatesmatter.com> (the “Website”) for Make Moderates Matter LLC (“we”, “us”, “our” or “MMM”).

We engage with guests through the Website and through the following social media sites (collectively the “Social Media Sites”):

YouTube: <https://www.youtube.com/@MakeModeratesMatter>

Substack: <https://MakeModeratesMatter.substack.com> (the “MMM Substack Site”)

Reddit: <https://www.reddit.com/r/MakeModeratesMatter>

We understand that visitors to our Website and Social Media Sites may have questions about how we collect and use information. We are committed to safeguarding the privacy of our supporters’ information. This Privacy Policy and Terms and Conditions (“Policy”) explains our privacy practices and the terms under which you may access and use the Website and Social Media Sites. The Policy includes: the type of information we may collect from you when you use the Website and Social Media Sites; how we may use that information; the third parties with whom we may share or disclose such information; and your preferences regarding our use and disclosure of such information. The Policy also includes certain other terms and conditions that apply when you use the Website and Social Media Sites such as disclaimers, limits on liability and governing law.

By accessing the Website and/or Social Media Sites, you understand and agree that your use thereof is governed by this Policy. This Policy only applies, however, to how we are handling your data. The companies that host our Social Media Sites each have their own privacy policy and/or terms and conditions that apply to how they use your data for their own purposes, and those policies include but are not limited to the following:

YouTube privacy and terms: <https://policies.google.com/privacy?hl=en>

Substack privacy policy: <https://substack.com/privacy>

Reddit privacy policy: <https://www.reddit.com/policies/privacy-policy>

This Policy only applies to the information collected by us and any third parties acting with our authorization, which includes GoDaddy Operating Company, LLC and its affiliates (“GoDaddy”), which is the company we use to host the Website. This Policy applies regardless of the computer, mobile phone, tablet, or other electronic device (“Device”) you use to access the Website or Social Media Sites.

From time to time, we may update this Policy and we encourage you to periodically check this Policy for updates. Your continued use of the Website and/or Social Media Sites affirms your agreement to any changes we make to this Policy.

2. Information We Collect About You

a. Information You Choose to Provide to Us. We collect any comments, information or material of any type that you provide to us by email, through the communication tools on the Social Media Sites or any other way. For example, we collect your email address and any other information (such as your name) you may submit when you contact us with comments or questions or subscribe to us through Substack. All such communications are done at your own risk and without any expectation of privacy.

b. Usage Data and Technical Information. The Website and Social Media Sites include features that automatically collect certain information, which may include the unique Device identifier assigned to your Device, IP address, browser type, operating system, referring URLs, and timestamps of access. The Social Media Sites may collect audience demographics (such as age, gender, location, language of followers), content performance (likes, comments, shares, video views, clicks), page growth (new followers or subscribers, page visits), and engagement trends (when our audience is most active). The Website and Social Media Sites may use “cookies” (which are small data files containing information about you that is stored on your hard drive), “embedded scripts,” “pixel tags,” and other similar tracking technologies (collectively, “Tracking Technologies”) to collect information automatically as you interact with the Website. Such information may include behavioral data such as clicks and individual page visits and other relevant statistics. Tracking Technologies also collect aggregated, anonymized data to improve the performance of the Website or Social Media Sites, such as page loading speed. Such information may be collected by us and/or by the companies that provide the Social Media Sites.

3. How We Use Information That We Collect

We will not sell your personal information to anyone. In addition, we will not share your personal information with any third parties except GoDaddy solely for purposes of providing and supporting the Website, and with the companies that provide our Social Media Sites solely for the purposes of supporting those sites and pursuant to their own terms and conditions and privacy policies.

Except as subject to Section 4, we may use information we collect for, among other things, the following purposes:

- a. Notifying you about new posts, videos and information;
- b. Responding to your questions, comments or other requests;
- c. Preventing and detecting fraud or infringement of our or any third party’s rights;
- d. For other purposes disclosed at the time you provide us with information or which are reasonably necessary to provide the Website and/or Social Media Sites;
- e. Accumulating and reporting aggregate, statistical information in connection with user activity;
- f. Analyzing usage to help us operate, enhance and improve the Website and Social Media Sites; and
- g. Subject to applicable contractual or legal restrictions, in connection with a sale of all or substantially all of the assets of MMM.

Substack has indicated that it generally considers itself to be the data processor because it processes personal data on behalf of publishers like us to whom it has provided tools and features to control and determine our relationship with our subscribers.

4. Opting-Out of Certain Uses of Your Information

a. Privacy Preferences; Marketing Messages. We currently do not allow visitors to our Website to proactively subscribe to receive email updates and marketing messages but will respond if you submit a question or comment to us via email. If you send us an email and receive a response from us, you may discontinue any further communications from us at any time by replying with “STOP” in the subject line of your email. Other privacy requests can be emailed to Doug@MakeModeratesMatter.com. Please note that “STOP” requests may not take effect immediately and may take a reasonable amount of time to receive, process, and apply.

If you contact us through one of our Social Media Sites, we may respond through the communication tools provided by the Social Media Site. In these instances, your interactions with us are governed by both this Policy and by the privacy policy and terms and conditions of the company that provides the applicable communication tool you use.

You can unsubscribe from our publication on Substack at any time by clicking the “unsubscribe” link at the bottom of any email. Similarly, you can unsubscribe from daily digest messages on Reddit at any time by clicking the “unsubscribe” link at the bottom of any email, or visit your settings to manage what emails Reddit sends you.

b. Opting-Out of Use of Certain Information That May be Collected by Tracking Technologies.

(i) **Tracking Technologies:** Most browsers are initially set to accept cookies (other than Flash cookies) and allow local storage, but you should be able to change your settings to notify you when a cookie is being set or updated, local storage is being used, and/or to block cookies and/or the use of local storage altogether. Please consult the “Help” section of your browser for more information. Please note that by blocking any or all cookies you may not have access to certain features or content available through the Website.

(ii) **Flash Cookies:** Users can manage the use of Flash technologies, with the Flash management tools available at Adobe’s website, see <https://www.macromedia.com/support/documentation/en/flashplayer/help/help09.html>.

(iii) **Do-Not-Track Signals:** Certain browsers transmit “do-not-track” signals to the websites with which such browsers communicate; however, this feature, and how it is used and activated, varies from browser to browser. Therefore, it is not clear whether the signals are intentionally transmitted by a user, or whether a user is even aware of this. Despite current efforts, there is still disagreement amongst leading internet standards organizations, industry groups, technology companies and regulators, concerning what, if anything, websites should do when they receive such signals and no standard has been adopted to date. We take privacy and security very seriously. With respect to “do not track signals,” we currently do not take action in response to these signals, but if a standard is established and accepted, we may reassess how to respond to these signals.

d. **Rights to access, correct or delete personal information.** You may have rights to access, correct, or delete your personal information under applicable data protection laws. For requests related to data held by a Social Media Site, you may need to contact the Social Media Site directly. For data we control, contact us at Doug@MakeModeratesMatter.com. If you ask us to stop using your personal information, we will honor that request, provided that we may retain a record of such information as necessary to comply with applicable law and we may continue to use your contact information to respond to your requests.

5. Sharing and Disclosure of Information We Collect

a. **Disclosure to Third Parties.** We will not sell your personal information to anyone. In addition, we will not share your personal information with any third parties, except for GoDaddy solely for purposes of providing and supporting the Website, and the companies that provide the Social Media Sites solely for purposes of supporting those Sites and pursuant to their own terms and conditions and privacy policies.

b. **Additional Disclosures.** There may be instances when we may access or disclose information without providing you a choice in the following circumstances: (i) to protect or defend the legal rights or property of MMM; (ii) to protect the safety and security of our Website and users; (iii) to protect against fraud or for risk management purposes; (iv) if we believe your actions violate this Policy; or (v) to comply with law or legal processes.

6. Data Collection from Children

This Website and the Social Media Sites comply with the Children's Online Privacy Protection Act of 1998. We do not knowingly contact or collect personal information from children under the age of 13 without appropriate parental notice and consent, and our Website and Social Media Sites are not intended to solicit information of any kind from children under the age of 13. If we are informed that we have unintentionally received personal information from a child under the age of 13, we will delete that information. If you want to notify us of our possible receipt of information by children under the age of 13, please contact us at Doug@MakeModeratesMatter.com. Please visit <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy> for information from the Federal Trade Commission about protecting children's privacy online.

7. Security

While no data transmission over the internet is 100% secure from intrusion, we maintain reasonable physical, electronic, and procedural safeguards to protect your information. However, it is possible that third parties may unlawfully intercept or access transmissions or private communications despite our efforts to prevent this, and we, therefore, make no guarantees regarding the security of user information.

8. Your California Privacy Rights

If you are a California resident and wish to request information about how to exercise your third-party disclosure choices, please submit your request by email to Doug@MakeModeratesMatter.com or by mail to Make Moderates Matter LLC, c/o Privacy

Administrator, 1209 Orange Street, Wilmington, DE 19801. All requests must be labeled “Your California Privacy Rights” on the email subject line or envelope or postcard. For all requests, please clearly state that the request is related to “Your California Privacy Rights”, include your name, street address, city, state, zip code and e-mail address (your street address is optional if you wish to receive a response to your request via email) and indicate your preference on how our response to your request should be sent (email or postal mail). We will not accept requests via telephone or by fax. We are not responsible for notices that are not labeled or sent properly or do not have complete information.

9. Location and Usage of The Website

We are based in the United States and the Website and Social Media Sites are operated and administered by us within the United States. The Website and Social Media Sites are also directed to users who are United States residents and this Policy is intended for them.

10. Integration of Third-Party Platforms and Website

The Website and Social Media Sites may be linked to, rely on, and/or be integrated with other websites, applications, interfaces, services, and/or platforms operated by third-party companies (“Third-Party Platforms”). For example, our Website, the descriptions in our videos on YouTube and our publications on Substack may include citations with links to magazine and newspaper articles and websites for political parties and organizations. When you click these links, you will be directed to an external website. We are not responsible for the privacy practices of any Third-Party Platforms that are linked to, rely on, and/or are integrated with our Website or Social Media Sites. Once you leave the Website or Social Media Site via such a link and access a Third-Party Platform, you are subject to the terms and privacy policy of the new site, and should check those documents to determine, among other things, how the third party will handle any personally identifiable or other information that it may collect from you. In addition, as noted above, the companies that host our Social Media Sites may collect data about your viewing habits and other information as described in their own privacy policies. We are not responsible for this data collection and you should review the terms of service and privacy policies for those companies.

11. Policy Changes

From time to time, we may modify this Policy to reflect industry initiatives, changes in the law and technology, our information collection and use practices, or the features and functionality of the Website and Social Media Sites, and such modifications shall be effective upon posting. When we change this Policy in a material way, a notice will be posted on our Website along with the updated Policy. Your continued use of the Website and/or Social Meida Site after we post a revised Policy (and, if required, notify you of this change) signifies your acceptance of the revised Policy. It is therefore important that you review this Policy regularly to ensure you are updated as to any changes. We may also seek your affirmative consent to the terms of the updated Policy. For example, we may ask for your consent before implementing new uses of the personal information that we have already collected from you if such new use was not addressed by the policy under which such information was collected.

12. Accuracy

If you contact us by email or through the communication tools on the Social Media Sites, it is your responsibility to give us current, complete, truthful, and accurate information, and to keep such information up to date. We cannot and will not be responsible for any problems or liability that may arise if you do not give us accurate, truthful, or complete information, or you fail to update such information.

12. International Usage

The Website and Social Media Sites are controlled, operated, and administered entirely within the United States. If you visit, access, interact with, and/or otherwise use the Website or Social Media Sites from a location outside the United States, please be advised that any information you provide in connection with any such activity may be processed in and/or transferred to the United States of America and/or other territories and locations, where privacy protections may not be as comprehensive as those in the territory or location where you reside. By using the Website and Social Media Sites, you affirmatively consent to the transfer, use, disclosure, provision, and other administration of your information as described herein.

14. Copyright Complaints

If you believe that any content on the Website or Social Media Sites infringes on any copyright which you own or control, you may file a notification of such infringement with our Designated Agent by emailing Doug@MakeModeratesMater.com or by mail to Make Moderates Matter LLC, c/o Copyright Administrator, 1209 Orange Street, Wilmington, DE 19801. Attn: Notification of Claimed Infringement. Please refer to 17 U.S.C. § 512 for the requirements of a proper notification. Please also be aware that if you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including attorneys' fees, incurred by us or the alleged infringer as a result of such misrepresentation.

15. User Content and Interactions

The Social Media Sites include interactive areas or services, such as comment areas, chat rooms, or similar spaces where you may share comments or information with us and other users ("Communication Tools"). We recognize the vital importance of participating in online conversations and encourage you to post comments on our Social Media Sites. We also are committed, however, to ensuring that we all act ethically and with the goal of building safe, respectful, and inclusive online communities. By using the Communication Tools, you agree not to post, store or otherwise publish any content that:

- a. is unlawful, libelous, defamatory, false, obscene, pornographic, indecent, lewd, suggestive, harassing, stalking, threatening, invasive of privacy or publicity rights, abusive, hateful, inflammatory, fraudulent, deceptive, or misleading;
- b. would degrade the race, religion, culture, sexual orientation, gender or identity of any person;
- c. would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any person, or that would otherwise result in liability or violate any federal, state, local, or international law;

- d. infringes, misappropriates, or otherwise violates any patent, trademark, trade secret, copyright, or other intellectual property right of any person;
- e. contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or mobile device;
- f. is self-promotional or advertises, promotes, or links to other websites, products or services;
- g. is irrelevant or inappropriate and sent to a large number of recipients or that otherwise constitutes spam; and/or
- h. that reveals private information of any third party, including without limitation, addresses, phone numbers, email addresses, social security numbers, and credit card numbers.

You are solely responsible for your use of the Communication Tools and use them at your own risk. We are not responsible for and assume no liability for any user content posted, stored, or uploaded by you or by any third party. All the information, comments and opinions posted through the Communication Tools are solely those of the individuals who published them and do not necessarily reflect our opinions or ideals unless specifically made by us.

We are not required to screen or monitor comments but reserve the right to do so. Enforcement of this Policy is at our sole discretion, and failure to enforce these rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. We reserve the right to remove, screen, or edit any content posted or stored on the Social Media Sites at any time and for any or no reason without notice (subject to the terms, conditions and functionality of the company that hosts the Social Media Site). These rules do not create any private right of action on the part of a third party or any reasonable expectation that the Social Media Sites will not contain content that is prohibited by these rules.

When you contact us through the Social Media Sites or share information with us by email, you grant us a nonexclusive, royalty-free, perpetual, irrevocable, assignable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content and the name under which you submitted such content throughout the world and in any manner or media now known or later developed, including in communications with other subscribers, without any right of attribution or compensation.

16. Limited License

Our logo, and all designs, text, graphics, pictures, information, data, video, audio, and other files provided on the Website and Social Media Sites (collectively, "Materials") are the property of MMM and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use the Materials for your own informational, non-commercial and personal use to show your support for us and our affiliates. Any use of the Materials other than as authorized herein without our prior written approval is strictly prohibited.

17. Indemnification

By using the Website and/or any Social Media Site, you agree to defend, indemnify, and hold harmless MMM and its subsidiaries, affiliates, directors, officers, employees, volunteers, assigns, and agents from and against any and all loss, claims, actual or threatened suits, demands, damages, costs, liabilities and expenses, including without limitation, attorneys' fees, arising out of, associated with, or related to your use of the Website or Social Media Site or any alleged

violation by you of this Policy or the rights of any third party, including without limitation, your conduct and any content you post, store, or otherwise share on or through the Website or Social Media Site.

18. Disclaimers

- a. **General Disclaimers.** Your use of the Website and Social Media Sites is at your own risk. The Website and Social Media Sites are provided on an “as is” basis without warranties of any kind, either express or implied. We disclaim all other warranties, express or implied, regarding the Website and Social Media Sites. We do not represent or warrant that the Website or Social Media Sites or any third-party sites linked to from the Website or Social Meida Sites, are adequate, accurate, complete, reliable, current, or free from error, or that the functions will be uninterrupted, free from viruses or other harmful components, or free from error. You should use industry-recognized software to prevent, detect, and remove viruses from any downloaded content. We also are not responsible or liable in any manner for any third-party activities, content, events, or programs listed on the Website or any Social Media Sites.

- b. **YouTube Disclaimers.** The videos we post on YouTube may contain copyrighted material, the use of which has not always been specifically authorized by the copyright owner. This material is used for commentary, criticism, news reporting, teaching or educational purposes under the “fair use” doctrine of copyright law. All rights to third-party content (music, clips, images) belong to their respective owners and we claim no ownership over this content. The views expressed in our YouTube videos are solely our own and do not necessarily represent the views of any other person, political party or affiliated organization. Reliance on any information in our YouTube videos is at your own risk, and we assume no responsibility or liability for any errors or omissions in the content of the videos.

19. Limitation Of Liability

MMM and its managers, officers, employees, agents, volunteers and assigns are not liable for any damages of any kind arising out of or in any way connected with the use of the Website or Social Media Sites.

20. Governing Law

This Policy and your use of the Website and Social Media Sites shall be governed by and construed in accordance with the laws of the State of Florida, without resort to its conflict of law provisions. By using the Website or Social Media Sites, you agree that any action at law or in equity arising out of or relating to this Policy shall be filed only in the state and federal courts located in the State of Florida, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of this Policy.

21. Sole Statement

This document is the sole statement of the Policy for using the Website, and also is the sole statement of the Policy for using the Social Media Sites (subject in each case to the terms, conditions and privacy policy of the company that hosts the Social Media Site), and no summary,

restatement or other versions thereof, or other privacy statement or policy, in any form, including, without limitation, machine-generated, is valid.

22. Contact Us

If you have any questions about our privacy practices or any of the terms or conditions of this Policy, please feel free to contact us at: Email: Doug@MakeModeratesMatter.com

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