

**Make Moderates Matter LLC**  
**Privacy Policy and Terms and Conditions**  
**September 17, 2024**

## **1. Introduction**

Welcome to the official website (the “website” or “site”) for Make Moderates Matter LLC (“we”, “us”, “our” or “MMM”). We understand that visitors to our website may have questions about how this website collects and uses 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 this website (“Website”). The Policy includes: the type of information we may collect from you when you use the Website; how we may use that information; with which third parties we share or disclose such information; and your preferences regarding our use and disclosure of such information.

This Policy only applies to the information collected by us and any third parties acting with our authorization. Currently the only such third-party is GoDaddy Operating Company, LLC and its affiliates (“GoDaddy”), which is the company we are using 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.

By accessing the Website, you agree that your use of the Website is governed by this Policy. 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 affirms your agreement to any changes we make to this Policy.

## **2. Information We Collect About You**

**Information You Choose to Provide to Us.** We collect any information you provide to us on or through the Website or in any other way. For example, we collect your email address when you subscribe to receive email updates, and any other information (such as your name) you may submit when you contact us by email with questions or comments.

**User Submissions.** Any information, communications, or material of any type or nature that you submit to our Website by email or otherwise (collectively, a “Submission”), is done at your own risk and without any expectation of privacy.

**Usage Data and Technical Information.** The Website include features that automatically collect certain information, which may include the unique Device identifier assigned to your Device. The Website 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 website’s performance, such as page loading speed. Such information may be collected by us and/or by GoDaddy.

### 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, supporting and administering the Website.

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

- Sending you updates and marketing e-mails regarding the Website;
- Notifying you about new features and information available through the Website;
- Responding to your questions, comments or other requests;
- Preventing and detecting fraud or infringement of our or any third party's rights;
- For other purposes disclosed at the time you provide us with information or which are reasonably necessary to provide the Website;
- Accumulating and reporting aggregate, statistical information in connection with the Website and user activity;
- Determining which features and services users like best to help us operate, enhance and improve the Website;
- Subject to applicable contractual or legal restrictions, in connection with a sale of all or substantially all of the assets of MMM.

### 4. Opting-Out of Certain Uses Of Your Information

**Marketing and Promotional Communications.** If you subscribe to receive email communications from us, you may unsubscribe at any time by replying with "UNSUBSCRIBE" in the subject line of your email. Other privacy requests can be emailed to [Doug@MakeModeratesMatter.com](mailto:Doug@MakeModeratesMatter.com). Please note that "opt-out" and "unsubscribe" requests may not take effect immediately and may take a reasonable amount of time to receive, process, and apply, during which time your information shall remain subject to the prior privacy settings.

Please note that in order to keep you informed about the operation of our Website and related services, we may send you emails and announcements that are needed for the proper functioning and administration of our Website, including for the purposes described in Section 3 above. We may also have features that allow you to submit information, questions or feedback to us. In those instances, we may retain your emails and other information you submit to us for our internal purposes, and to help us serve you better.

**Privacy Preferences.** You may change certain privacy preferences (e.g., choose to cease receiving communications) by sending an email to us at [Doug@MakeModeratesMatter.com](mailto:Doug@MakeModeratesMatter.com) detailing your privacy request. 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.

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

- **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.
- **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>.
- **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.

## **5. Sharing and Disclosure of Information We Collect**

**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, supporting and administering the Website.

**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 complies 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 is 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](mailto: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](mailto: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 is operated and administered within the United States. The Website is also directed to users who are United States residents and this Policy is intended for them.

## **10. Integration of Third-Party Platforms and Website**

Except for GoDaddy which hosts our Website, the Website currently is not linked to or integrated with any other websites, applications, interfaces, services, and/or platforms operated by third-party companies, including but not limited to Meta / Facebook, Instagram or X / Twitter. If that changes in the future, we will revise this Privacy Notice accordingly to confirm that we are not responsible for the privacy practices of any services operated by such third parties.

## **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 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 after we post a revised Policy (and, where appropriate, 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, 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.** We will reject and delete any email that we believe in good faith to be false, fraudulent, or inconsistent with this Policy.

## 12. International Usage

The Website is controlled, operated, and administered entirely within the United States. If you visit, access, interact with, and/or otherwise use the Website 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 interact with or otherwise use the Website. By using the Website, 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 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 Website currently does not include interactive areas or services, such as forums, blogs, chat rooms, workspaces, message boards, or similar spaces in which you and other users may interact and share information. If that changes in the future, we will update this Policy accordingly.

When you contact us or share information by email, unless indicated otherwise by us, 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 (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, 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 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.

## **18. Disclaimers**

Your use of the Website is at your own risk. The Website and materials contained therein 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. We do not represent or warrant that the Website or any third-party sites linked to from the Website, 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.

## **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.

## **20. Governing Law**

This Policy and your use of the Website 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, 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 Website's Policy 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](mailto:Doug@MakeModeratesMatter.com)