

# iVoteAmerica® Privacy Policy

Effective Date: September 2023

This Privacy Policy ("Agreement") discloses the privacy practices used by iVoteAmerica Network and its Network, including the use of the Network on any mobile and tablet devices.

This Agreement, as amended from time-to-time governs the collection of information from Users ("YOU") when you use the Network.

## TERMINOLOGY

The following terms and definitions are understood and accepted as a part of this Privacy Policy:

1. *IVOTEAMERICA* means iVoteAmerica, LLC, an Arizona limited liability company.
2. *IVOTEAMERICA NETWORK* means the Company that is the Owner of the technology, domain names, content, and functionality of the websites it launches and operates, including third-party vendors who provide services. It also means the individual or collective components comprised of the Domains owned and operated by iVoteAmerica, LLC or its assigns, agents, representatives or other legal entities.
3. *NETWORK* means one or more Internet websites that collectively are a part of the iVoteAmerica Network assets.
4. *AGREEMENT* means this Privacy Policy.
5. *DOMAIN* means a web Network Universal Resource Locator ("URL") such as [www.voteamerica.com](http://www.voteamerica.com). This includes all sub-domains, pages, content categories and all forms of message delivery.
6. *USER* means a person or group of people who individually or collectively access and view, in part or in whole any of the domains. User means "YOU" the person accessing the Network.
7. *PRIVACY POLICY* means this document, its terms and conditions for the use of the Network by a USER ("YOU") any other person, entity or group of persons as posted and accessible online within any Domain.

## FUNDAMENTAL PROVISIONS ABOUT THE NETWORK

This is the iVoteAmerica, LLC ("iVoteAmerica Network") Privacy Policy ("Agreement") and it contains the terms and conditions governing the use of the website known as [www. America.com](http://www.America.com) and all of its ancillary state networks, including, but not limited to, the following ".com" domains:

iVoteAlabama	iVoteAlaska	iVoteArizona
iVoteArkansas	iVoteCalifornia	iVoteColorado
iVoteConnecticut	iVoteDelaware	iVoteDC
iVoteFlorida	iVoteGeorgia	iVoteHawaii
iVoteIdaho	iVoteIllinois	iVoteIndiana
iVoteIowa	iVoteKansas	iVoteKentucky
iVoteLouisiana	iVoteMaine	iVoteMaryland
iVoteMassachusetts	iVoteMichigan	iVoteMinnesota
iVoteMississippi	iVoteMissouri	iVoteMontana
iVoteNebraska	iVoteNevada	iVoteNewHampshire
iVoteNewJersey	iVoteNewMexico	iVoteNewYork
iVoteNorthCarolina	iVoteNorthDakota	iVoteOhio

iVoteOklahoma	iVoteOregon	iVotePennsylvania
iVoteRhodeIsland	iVoteSouthCarolina	iVoteSouthDakota
iVoteTennessee	iVoteTexas	iVoteUtah
iVoteVermont	iVoteVirginia	iVoteWashington
iVoteWestVirginia	iVoteWisconsin	iVoteWyoming

All users understand that iVoteAmerica Network may implement additional networks, which are, at the time of implementation, identified as a part of the iVoteAmerica Network and this Agreement shall after that govern all use. This Agreement or applicable derivatives of this Agreement are the sole contractual basis governing the use of any of the Network assets.

Users are obligated to seek, read and understand this Agreement and to ascertain to complete satisfaction all terms and conditions thereby individually or collectively before any use of the iVoteAmerica Network or any of its components. When any User accesses the Network, such access is an acknowledgment and covenant that these terms govern such use and are, in fact, contractual.

Initial and any subsequent use of iVoteAmerica Network and any of its technology using a mobile, notebook, tablet or personal computer constitutes use by a User, and this includes any third parties.

Unless a User(s) has entered into a separate written and fully executed agreement with iVoteAmerica Network, such User(s) is/are at all times governed by this Agreement. Users, by their use, acknowledge and agree that from time-to-time iVoteAmerica Network may, at its sole discretion and without notice to any User(s), modify the content of the Network in any manner it so chooses. You, as a User, agree that any modifications to the Network as presented to the public via the Network shall immediately upon publication to and through the Network be subject to this Agreement.

It does not apply to any information you may provide to us through other means; for example, via mail or telephone. Please read this Agreement carefully so that you understand our online privacy practices. By visiting this Network, you agree that your visit and download or use of a mobile application, and any dispute over our online privacy practices, is governed by this Agreement and our Terms of Use Agreement. Questions regarding privacy issues should be sent to us by email to support (at) ivoteamerica.com or if you prefer by mail to iVoteAmerica, LLC, POB 3205, Prescott, AZ 86302-3205.

## **TYPES OF INFORMATION WE COLLECT**

The information collected and governed by this Agreement is twofold:

1. The information voluntarily provided by users of the Network through our optional registration and membership offerings.
2. The tracking information collected from our users navigate through the Network.

## **INFORMATION YOU PROVIDE TO US**

Users, by their use, grant us permission to collect and store information they provide to us. The information can be personal or otherwise, but it is information that Users give to us voluntarily.

Sometimes Users respond to an email or, they post a blog, comment or, they join the Network as a Member. When a User takes any of these actions, the User will provide information to us. When a user provides information to the Network, we may collect and store it in a database or multiple databases.

For example, we may collect information required for a membership or a particular registration that is required to access some of our Network services. In this case, the User ("YOU") provides us with a name, address, city, state, zip code, email address, website and even an age verification and this is an example of the typical User demographic information we gather.

Also, a User may register for a product, service or contest. Sometimes the registration involves a purchase, in which case the User will submit information associated with and required by us to proceed. This information can include a name, address, city, state, zip code, email address, website and even an age verification and credit card number.

Users may elect to register or establish membership in the Network to receive email, new updates, newsletters, and the ability to post blog comments or set up groups or sub-networks that share common interests.

Registrations, membership, newsletters, blogging, forums, eCommerce, email requests, contact forms and phone calls are ways we collect information from you.

When Users supply information to us, it helps us understand our audience and give us information to help us provide the best experience, products, and services, including personalized tools, experiences and Network features that are tailored to your interests or, the interests of a particular group.

Supplying personal information is voluntary and only required if a User wants to have a more detailed relationship with the Network. If a User decides that he/she does not want to supply the information we request, they can enjoy the features and content of the Network without registering or creating a member account. However, such Users will have limited benefits regarding the experience iVoteAmerica Network can provide to them. Since the Network is a political blog ("PLOG"), your ability to interact with your peer and to access important services will be limited if you do not register and supply iVoteAmerica Network with minimally required personal information.

iVoteAmerica Network will also gather, store and analyze information associated with a User's navigation through the iVoteAmerica Network.

To make a User's Network experience more responsive, we utilize a technology known as a "COOKIE" which is nothing more than giving each User a unique and random number that resides on the User's computer. The cookie does not provide iVoteAmerica Network with any personally identifiable information...it doesn't even tell us who the user is.

Cookies identify the computer the User is utilizing to access the Network, that's all. If a User chooses to identify himself/herself using joining or posting or emailing, the iVoteAmerica Network will not be able to identify who the user is regardless of the presence of a cookie on the User's computer.

Here is the key to understanding how cookie works: the only personally identifiable information a cookie contains is information that is voluntarily provided by the User.

A cookie can also track technology device identification, information and statistics that can tell us how many people are using, what browser, what kinds of technology is creating certain errors in the Network and User patterns.

One of the User benefits of a cookie is that a User will not be required to re-enter preferences a second time when you revisit the Network.

Everyone knows that Internet Users can set their Internet browser so that it will block cookies from being accepted but this is not advisable since it might render your browser unable to take full advantage of the personalized features enjoyed by other users of the Network.

There are things known as "beacons" which are .gif pixels to access cookies and to count users who visit our Network or open our HTML-formatted email messages, enabling the Network to gather limited information about a computer's connection to the Internet, including its IP address. IP addresses do not personally identify you as a User. IP information is necessary to deliver the Network's content to you upon request, and we can use it to measure traffic within the Network.

We may use cookies, web beacons and similar technologies, and a third-party ad serving software, to collect non-personally identifiable information about users of our Network and about an activity that occurs within

our Network, and we may use this information to, among other things, serve targeted advertisements on our Network. The information collected allows us to analyze how users use the Network and to track user interests, trends and patterns. We also may use third-party advertising companies to target and serve some of the advertisements that appear on our Network, and these companies likewise may use their cookies, web beacons and similar technologies to collect non-personally identifiable information from users of our Network. The information collected by these companies does not identify you personally and does not include your name, address, email address or telephone number, but it may include the IP address of your computer. These companies may use that information, sometimes in conjunction with similar non-personally, identifiable information gathered from other web Networks, to deliver advertisements on this Network, and possibly on other websites (if the third-party advertising company operates an advertising network), tailored to match the perceived interests of consumers. The collection and use of information by these companies are governed by the relevant third party's privacy policy and is not covered by this Agreement.

## USE AND DISCLOSURE OF INFORMATION

iVoteAmerica Network uses information it collects from you while you are using the Network in a variety of ways, including using the information to customize features and advertising that appear on a website, website page or, in some cases throughout the Network. We also may provide your information to third parties, such as service providers, contractors, and advertisers, for a variety of purposes. For example, we may provide our advertisers with information about you and other visitors that will enable our advertisers to target ads to specific types of visitors better.

You agree that we may use your information to contact you for customer service purposes, to inform you of important changes or additions to our Network or the services offered over our Network, and to send you administrative notices, offers and any other communications that we believe may be of interest to you.

We reserve the right to disclose to third parties all of the information that we collect online about you and other visitors, with one important exception — if you purchase on our Network, we will not share your credit card number or other financial information with any third party. We may, however, share non-financial information by this Agreement.

Please also keep in mind that whenever you voluntarily make your personal information available for viewing by third parties online — for example on message boards, through email or web logs, or in chat areas — that information can be seen, collected and used by others besides iVoteAmerica Network. We cannot be responsible for any unauthorized third-party use of such information.

Please be aware that we may occasionally release information about visitors when the release is appropriate to comply with the law, to enforce our Terms of Service, or to protect the rights, property or safety of visitors to our Network, the public, or to us or our Network.

Please also note that as our business changes, we may buy or sell various assets. In the event the iVoteAmerica website(s), some or all of our assets, or the Network is acquired by another company, information about our visitors may be among the transferred assets.

## THIRD-PARTY NETWORKS

Our Network includes links to third party websites whose privacy policies we do not control. Once you leave the Network, any information you provide to another third-party network will be governed by the agreement of the operator of the third-party network you are visiting. The privacy policies of third party websites may differ from that of iVoteAmerica Network.

## CHILDREN'S PRIVACY

Our children's privacy statement explains iVoteAmerica Network's standards of practice concerning the online collection and use of personal information from children under the age of thirteen and provides important information on your rights under federal law concerning such information.

The iVoteAmerica Network does not intentionally create or direct its content to children under the age of thirteen, and we do not knowingly collect personally identifiable information from children under the age of thirteen. We screen users who wish to provide personal information to prevent users under the age of thirteen from providing such information. If we become aware that we have inadvertently received personally identifiable information from a user under the age of thirteen, we will delete such information from our records. Because we do not collect any personally identifiable information from children under the age of thirteen, we also do not knowingly distribute any such information to third parties. We do not knowingly allow children under the age of thirteen to post or otherwise distribute personally identifiable contact information on the Network.

## **MODIFYING YOUR INFORMATION AND OPTING OUT**

If you register with us, you will have the opportunity to review, update, change or delete the information you have provided us (and that we continue to store) at any time. If you remove your registration information completely, you may not be able to continue using certain services that require registration.

If you have subscribed to one of our email newsletters, you will always have the opportunity to unsubscribe from future mailings by logging into to your iVoteAmerica Network account at the top of any page on the Network and modifying your preferences.

## **STORING INFORMATION**

Information gathered on our Network will be stored in a database(s) that is designed and intended to be accessible only by the iVoteAmerica Network personnel, service providers, and agents. However, as effective as the reasonable security measures implemented by us may be, no security system is 100% impenetrable. We cannot and do not guarantee the absolute security of our database(s), nor can we guarantee that information supplied is not intercepted or otherwise compromised while being transmitted over the Internet.

## **MODIFICATIONS TO THIS AGREEMENT**

Changes to this Agreement will be posted without notice to anyone, and each user is required to access the most recent version of this Agreement. The Agreement will be posted with a date so that users will have the opportunity to know what Agreement is in force at the time of their use. When a user continues to access and use the Network after the changes post, the user is by his/her use accepting the Agreement as modified and in force at the time of use.