

## Privacy Policy / Terms & Conditions

Terms & Conditions and Mobile Messaging Privacy Policy

July 1, 2022

Elect Robert Howell for California State Senate (hereinafter “We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the “Terms”). By opting into or participating in any of our Programs, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. These Terms are limited to the Program and are not intended to modify other terms & conditions or privacy policy(ies) that may govern the relationship between you and Us in other contexts.

**Modification of Terms:** We reserve the right to revise these Terms from time to time. If we do revise these Terms, the revised terms will supersede prior revisions. Unless we say otherwise, revisions will be effective upon the effective date indicated at the top of these Terms. Any updates to these Terms shall be communicated to you by mobile message with a link to the updated Terms. Your continued participation in the Program after receiving notice of the updated Terms constitutes your acceptance of any revisions. If you do not agree to the revisions, you must opt out of the Program.

**User Opt In:** The Program allows users to receive mobile messages by affirmatively opting into the Program. Regardless of the opt-in method you utilized to join the Program, you agree that these Terms apply to your participation in the Program. By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). Message and data rates may apply.

**User Opt Out:** If you do not wish to continue participating in the Program or no longer agree to these Terms, you agree to reply “STOP,” “QUIT,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “STOP ALL” to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. Alternatively, you may opt out of the Program by calling (408) 740-0017 or by sending an email to [info@electroberthowell.org](mailto:info@electroberthowell.org). You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting

words other than those set forth above or verbally requesting one of our employees to remove you from our list is not a reasonable means of opting out.

T-Mobile and AT&T provide daily files for phone numbers that have deactivated from their network or been ported from one carrier to another. We proactively opt-out deactivated numbers from our subscription list. **Duty to Notify and Indemnify:** If at any time you intend to stop using the mobile telephone number used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by the individual(s) who is later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US, OUR AGENTS, AND ANY THIRD-PARTY SERVICE PROVIDER WE USE TO SEND TEXT MESSAGES HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**Program Description:** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning our commercial activities and your relationship with Us, including, but not limited to receiving additional messages from Us.

**Cost and Frequency:** Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

**Support Instructions:** For support regarding the Program, email "HELP" to [info@electroberthowell.org](mailto:info@electroberthowell.org). Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the User Opt Out procedures set forth above.

**MMS Disclosure:** The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

**Our Disclaimer of Warranty:** The Program is offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with the Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

**Age Restriction:** You may not use or engage with the Program if you are under thirteen (13) years of age. If you use or engage with the Program and 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 do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13), are between the ages of thirteen (13) and eighteen (18) and have your parent’s or legal guardian’s permission to use or engage with the Program, or are of adult age in your jurisdiction. By using or engaging with the Program, you also acknowledge and agree that you are permitted by your jurisdiction’s applicable law to use and/or engage with the Program.

**Truthful and Accurate Information:** When you complete forms online or otherwise provide Us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If, in Our sole discretion, We believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Program for an ulterior purpose, We may refuse you access to the Program and pursue any appropriate legal remedies.

**Our Warranty:** We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

**Mobile Messaging Privacy Policy:** We respect your privacy. This Mobile Messaging Privacy Policy describes any personal information that We collect or receive when you choose to participate in the Program, how We use or disclose your information, and your rights related to your personal information. This Mobile Messaging Privacy Policy applies to all personal information collected, used, or shared by us when you opt-in to the Program and is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and Us in other contexts. Please contact Us if you have any questions about the information in this Privacy Policy.

**Information We Collect and How We Use It:** The personal information We may collect, includes your name, phone number, email address and certain marketing preferences. We may also collect data with respect to confirmation that a message has been delivered to you, confirmation that you have read a message, and related information. We may use the information for the following business purposes: (1) provide the Program and related customer service; (2) deliver information about Our products, services and promotions, (3) improve the Program and services, (4) prevent fraud and comply with law, and (5) protect the security of Our systems. We may combine the personal information We obtain through your participation in the Program with offline or other online personal information We retain about you.

**When We Share Your Information:** WE DO NOT SELL, RENT, LOAN, TRADE, LEASE OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR PERSONAL INFORMATION COLLECTED OR RECEIVED THROUGH THE PROGRAM TO ANY THIRD PARTY. However, We may share your personal information with the third-party text messaging platform provider or other trusted service partners as may be necessary to send you messages under the Program and these Terms. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect Our rights or property. **Contact Us:** To exercise any of your rights related to your personal information, please contact us using one of the following methods:

Call us at: [\(408\) 740-0017](tel:4087400017).

Visit us at [www.electroberthowell.org](http://www.electroberthowell.org).

Send us an email at [info@electroberthowell.org](mailto:info@electroberthowell.org).

**California Residents.** Beginning January 1, 2020, if You are a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations, You have certain rights with regard to your personal information. This section describes those rights and explains how to exercise those rights.

**Access to Information.** You have the right to request that We disclose certain information to you about Our collection and use of your personal information over the past 12 months. Upon receipt of a verifiable request, we will provide you access to personal information We have collected about you or disclose to you the categories of personal information We have collected, the categories of sources from which We obtained that information, and how We have used or shared that information.

**Right to Request Deletion.** You also have the right to request that We delete any of your personal information that We collected from you and retained, subject to certain

exceptions as allowable by law. You understand that We may deny your deletion request as provided by law, including, but not limited to, retaining the information if it is necessary for Us to:

Complete the transaction for which We collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of Our ongoing business relationship with you, or otherwise perform Our contract with you; Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities; Debug products or identify and repair errors that impair existing intended functionality; Comply with a legal obligation, including, but not limited to, preserving evidence demonstrates our compliance with the Telephone Consumer Protection Act (“TCPA”) during the statute of limitations period applicable to the TCPA; and/or Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

To exercise any of your rights related to your personal information, please contact us using one of the methods indicated in the “Contact Us” section above.

**Dispute Resolution:** In the event that there is a dispute, claim, or controversy between you and Us, or between you and our third-party text messaging platform provider, or between you and any other third-party service provider acting on Our behalf to transmit the mobile messages related to the Program Description set forth above, arising out of or relating to federal or state statutory claims, common law claims, these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, including, but not limited to, the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Hollister, California, before one arbitrator.

The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which Our principal place of business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five (5) years’ experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, either party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration

agreement in accordance with the Federal Arbitration Act (“FAA”). The parties also agree that the AAA’s rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys’ fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results, of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing.

#### Campaign Donations

Contributions to Elect Robert Howell for California State Senate are not tax deductible for federal income tax purposes. The maximum amount an individual may contribute is \$5,500 per election. Your contribution (up to \$5,500) will be designated for the primary election. Contributions from corporations, labor unions, federal contractors, and foreign

nationals are prohibited. Federal law requires us to use our best efforts to collect and report the name, address, occupation, and employer of individuals whose contribution exceeds \$100 in an election cycle.