

# **Vanessa For Virginia PRIVACY POLICY**

Last Updated: December 15, 2025

This Privacy Policy explains how information about you is collected, used and disclosed by Vanessa For Virginia and its affiliates (the “Committee”) with respect to your use of the website located at [VanessaForVirginia.com](http://VanessaForVirginia.com) and the other websites, mobile sites, and online services that link to this Privacy Policy (collectively, the “Site”) or when you otherwise interact with us.

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review the Privacy Policy whenever you access the Site to stay informed about our information practices and the ways you can help protect your privacy.

## **Collection of Information**

### **Information You Provide to Us**

We collect information you provide directly to us. For example, we collect information if you fill out a form, make a donation, send us an email, sign up for an event, sign up to receive updates or SMS alerts, request information, sign a petition, sign up as a volunteer or otherwise communicate with us or through our platform. The types of information we collect may include your name, contact information (including email address, social media handles, user names, postal address, phone number), payment information, and other information you choose to provide.

In addition, Virginia’s Campaign Finance Disclosure Act (“CFDA”) requires us to collect certain personal information from contributors. For example, the CFDA requires us to collect, itemize and disclose the name, mailing address, occupation, and employer of all individuals and companies whose contributions exceed \$100 to a committee during an election cycle (begins January 1 after the date of the election). We must still collect this information if the aggregate contributions are \$100 or less but the contributor is not required to appear on a campaign finance report.

# Information We Collect Automatically When You Use the Site

When you access or use our Site, we automatically collect information about you, including:

- Log Information: We log information about your use of the Site, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our Site.
- Device Information: We may collect information about the computer or mobile device you use to access our Site, including the hardware model, operating system and version, device identifiers and mobile network information.
- Information Collected by Cookies and Other Tracking Technologies: We use various technologies to collect information, and this may include sending cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that helps us to improve our Site and your experience, see which areas and features of our Site are popular and count visits. We may also collect information using web beacons (also known as “tracking pixels” or “clear GIFs”). Web beacons are electronic images that may be used in our Site or emails and help deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon. For more information about cookies, and how to disable them, please see “Your Choices” below.

# Information We Collect From Other Sources

We may also obtain information from other sources and combine that with information we collect through our Site. For example, if you create or log into your account through a social media site, we will have access to certain information from that site, such as your name, account information and friends lists, in accordance with the authorization procedures determined by such social media site. In addition, if you make a donation to ActBlue for our benefit (such as via the link on the Site), we will obtain certain information about you from ActBlue.

# Use of Information

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Site;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Provide and deliver the information you request, process donations and transactions and send you related information, including confirmations and invoices;
- Respond to your emails, submissions, comments, questions, and requests, provide customer service, request feedback, and otherwise contact you about your use of the Site;
- Send you newsletters and otherwise provide you with information or services you request or that we think will be of interest to you, such as sending you information to keep you informed about various issues, events, resources, promotions, contests, products and services;
- Help connect you with other supporters, and to solicit volunteers for issues and organizations we support;
- Contact you if other information is necessary under Federal laws;
- Monitor and analyze trends, usage and activities in connection with our Site;
- Link or combine with information we get from others to help understand your needs and interests and match you with opportunities;
- Personalize and improve the Site and provide advertisements, content or features that match user profiles or interests or that are based on the information you provide or the actions you take; and
- Carry out any other purpose for which the information was collected.
- The Campaign is based in the United States and the information we collect is governed by U.S. law. By accessing or using the Site or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S. and other countries.

## **Sharing of Information**

We may share information about you as follows or as otherwise described in this Privacy Policy:

- Text messaging originator opt-in data and consent information will not be sold, rented, or shared with any third parties, provided that the foregoing does not apply to sharing.
- With vendors, consultants, and other service providers or volunteers who need access to such information to carry out work on our behalf (and who will not use such information for their own purposes); To report required information to the Virginia Department of Elections, including name, mailing address, occupation,

and employer of all individuals and companies whose contributions exceed \$100 to a committee during an election cycle (begins January 1 after the date of the election).

- When we believe in good faith that we are lawfully authorized or required to do so or that doing so is reasonably necessary or appropriate to comply with the law or legal processes or respond to lawful requests, claims or legal authorities, including responding to lawful subpoenas, warrants, or court orders;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of the Campaign, its employees, volunteers, constituents or others;
- In connection with, or during negotiations of, any reorganization, formation of a successor organization, asset sale or transfer, financing or lending transaction or in any other situation where personal information may be disclosed or transferred as one of the assets of the Campaign; and
- With your consent or at your direction, including if we notify you through our Site that the information you provide will be shared in a particular manner and you provide such information.

## Online Petitions

If you sign an online petition, you understand that such petition is public information and that we may make the petition, and your name, city, state, and any comments provided in connection therewith publicly available. In addition, we may provide such petitions or compilations thereof, including your comments, name, city, and state to national, state or local leaders, or to the press.

## Links to Other Websites

Our Site may contain links to other websites. For example, we link to ActBlue to enable donations through ActBlue for our benefit, or we may link to sites of other organizations with whom we partner. Any personal information you provide on such linked pages is provided directly to that third party and is subject to that third party's privacy policy. This Privacy Policy does not apply to such linked sites, and we are not responsible for the content or privacy and security practices and policies of these websites or any other sites that are linked to from the Site. We encourage you to learn about their privacy and security practices and policies before providing them with personal information.

## Social Sharing Features

The Site may offer social sharing features and other integrated tools (such as the Facebook “Like” button), which let you share actions you take on our Site with other media, and vice versa. The use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity that provides the social sharing feature. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.

## **Advertising and Analytics Services Provided by Others**

We may allow third parties to use cookies, web beacons, or other technologies or otherwise collect information about you in order to provide analytics and advertising services, including serving ads on the Site or on other sites based on your visits to the Site and other sites across the Internet and various mobile applications. These entities may collect or receive information about your use of the Site and other websites and mobile applications, including your IP address, browser, device information, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by the Campaign and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests and better understand your online activity.

For example, we may use Google Analytics or other remarketing tools to advertise online. This enables third-party vendors, including Google, to show our ads on sites across the Internet. Such third-party vendors, including Google, may use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve ads based on your past visits to our Site. For information on how you can opt out of Google’s use of cookies for interest-based ads please visit Google’s Ads Settings.

For more information about Internet-based ads, or to opt out of having your web browsing information used for behavioral advertising purposes, please visit [www.aboutads.info/choices](http://www.aboutads.info/choices).

## **Security**

The Campaign takes reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. The Campaign is based in the United States and is directed to U.S. residents, and we process and store information in the U.S. If you are located outside the U.S., we, and our service providers, may store, access, or transfer your information to jurisdictions that may not provide equivalent levels of data protection as your home jurisdiction.

## **Your Choices**

### **Account Information**

You may request that we update, correct, or delete the information you provide to us by emailing us at [PrivacyInfo@VanessaForVirginia.com](mailto:PrivacyInfo@VanessaForVirginia.com). However, note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time.

### **Cookies**

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Site.

### **Promotional Communications**

You may opt out of receiving updates and newsletters by email by following the instructions in those emails, and you may opt out of receiving SMS alerts by texting STOP at any time. If you opt out, we may still send you other types of emails, such as those about your use of the Site or any donations or transactions.

### **Mobile Push Notifications/Alerts**

With your consent, we may send promotional and non-promotional push notifications or alerts to your mobile device. You can deactivate these messages at any time by changing the notification settings on your mobile device.

# Contact Us

If you have any questions about this Privacy Policy, please contact us at [PrivacyInfo@VanessaForVirginia.com](mailto:PrivacyInfo@VanessaForVirginia.com).

## Vanessa For Virginia TERMS AND CONDITIONS OF USE

Date of Last Revision: December 4, 2024

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 sites and other online offerings (collectively, the “Site”) provided by Vanessa For Virginia and its affiliates (the “Campaign,” “we,” or “us”) that link to these Terms. By accessing or by 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 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 [PrivacyInfo@VanessaForVirginia.com](mailto:PrivacyInfo@VanessaForVirginia.com).

# Privacy

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

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

You consent to our communicating with you about the Site and the Campaign 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 Campaign makes available, the following terms apply:

By subscribing to Campaign updates or alerts, you consent to receive periodic updates or alerts by automatic text message. Text STOP to stop. For Help, text HELP or contact us at [PrivacyInfo@VanessaForVirginia.com](mailto:PrivacyInfo@VanessaForVirginia.com). Message and data rates may apply. See our privacy policy above. Neither the Campaign nor the participating carriers guarantee that messages will be delivered. The Campaign may discontinue the program at any time without notice.

## User Content

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

By posting, submitting or otherwise providing any User Content to the Campaign, you grant the Campaign 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 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 without compensation to you. When you post or otherwise share User Content with the Campaign, whether through our Site or otherwise, you understand that your User Content and any associated information (such as your username or profile photo) may be visible to others and you release the Campaign, and anyone acting under its authorization, from any claims that any use of your User Content as authorized herein violates any of your rights, including any rights of publicity or privacy.

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 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.

## 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 or otherwise provide to the Campaign, 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 Campaign;
- 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, submit, or otherwise share only User Content that is nonconfidential and that you have all necessary rights to disclose. You may not create, post, submit, 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 Campaign or others to any harm or liability of any type.

Enforcement of this Section is solely at the Campaign'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 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.

## **Ownership; Limited License**

The Site, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by the Campaign 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.

## Trademarks

Vanessa For Virginia and our logos, our product or service names, our slogans and the look and feel of the Site are trademarks of the Campaign 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 Campaign 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.

## 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 Campaign 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 Campaign's sole discretion. You understand that the Campaign may treat Feedback as non confidential.

## 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 Campaign's designated agent at [PrivacyInfo@VanessaForVirginia.com](mailto:PrivacyInfo@VanessaForVirginia.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 Campaign for certain costs and damages.

## **Third-Party Content, Products, and Sites.**

We may provide information about third-party organizations, events, 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 Campaign 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.

## **Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Campaign and its independent contractors, service providers, and consultants, successor organizations, and joint committee members, 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.

## **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 Campaign does not

represent or warrant that our Site is accurate, complete, reliable, current or error-free. While the Campaign 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.

## **Limitation of Liability**

IN NO EVENT SHALL CAMPAIGN, OR OUR RESPECTIVE EMPLOYEES, AGENTS OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES, THE CONTENT OR THE SITE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM CAMPAIGN, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CAMPAIGN'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CAMPAIGN, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE OR THE SITE MATERIALS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO CAMPAIGN FOR ACCESS TO OR USE OF THE SITE.

## **Governing Law and Venue**

Any dispute arising from these Terms and your use of the Site will be governed by, construed, and enforced in accordance with the laws of Virginia, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Virginia 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 state or federal courts of Virginia and the United States.

## **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.

## **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.

## **Miscellaneous**

The failure of the Campaign 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 the communications and transactions between us may be conducted electronically.