

TERMS AND CONDITIONS

Effective Date: June 5th, 2023

These Terms and Conditions ("Terms") govern the access and use of the Bob for Senate Campaign website ("Campaign") by its users and visitors. Together with the Privacy Policy, these Terms regulate the use of the Campaign, including its content and functionality. By accessing or using the Campaign website, you agree to comply with and be bound by these Terms, regardless of whether you become a registered user of the Campaign. Please read these Terms and Conditions of Use carefully. If you do not agree to all of these terms, do not use this site.

- 1) **Statements made.** Please note that statements made on this website, including references to opposing candidates like "QEW" or "Queen Elizabeth Warren," are intended as satire and do not reflect the actual opinion of U.S. Senate candidate contender Robert Antonellis [R-MA]. These satirical comments should not be used for legal purposes and do not represent the candidate's true views or beliefs.
- 2) **Government Contribution Limits.** Individual contribution limits are set at \$3,300 per election. Contributions up to \$3,300 will be allocated for the primary election, while the next \$3,300 will be designated for the general election. According to federal law, we are obligated to collect and disclose the name, address, occupation, and employer of individuals whose contribution exceeds \$200 in an election cycle.
- 3) **Changes.** The Campaign reserves the right to change or modify these Terms at any time at our discretion. If we make changes, we will notify you through email, the Campaign website, or by updating the "effective date" at the beginning of these Terms. By continuing to access or use the Campaign, you confirm your acceptance of the revised Terms and all the terms incorporated by reference. We encourage you to review the Terms regularly to ensure your understanding of the terms and conditions that apply when you use the Campaign.
- 4) **Your Personal Data Rights.** Your data usage and privacy rights are covered under our Privacy Policy, which is integrated into these Terms and Conditions. If you have questions about your data rights and our obligations, please consult our Privacy Policy. It provides information about your data rights, our obligations and rights as a processor, the nature and purpose of data processing, the types of personal data collected, and more.
- 5) **Accounts and Security.** To access the Campaign, you must have an account in good standing. You are responsible for maintaining the confidentiality of your login and password. Upon request, you must provide identification to verify your identity.
- 6) **Conditions of Admission.** You must agree to these Terms and Conditions to use our Campaign. They govern your use of the Campaign, and by using it, you confirm that you have the legal capacity to enter a contract in your jurisdiction. You may not use our Campaign if:
 - a) You are under the age of 18, as our Campaign is not intended for children. We do not collect personal information from individuals under 18 years old, and if we discover such information, we will delete it immediately.

- b) You have been previously banned from using our Campaign or similar services.
 - c) The Campaign cannot be held liable for any actions committed by any user, including actions during events organized by the Campaign or others using the Campaign.
- 7) **Interactive Areas.** Our Site may have interactive areas that allow users to create, post, store, and share content ("User Content"). You retain all rights to your User Content, but you are solely responsible for your use of the Site and the User Content you share.
- 8) **Prohibited Conduct and Content.** You are not allowed to create, post, store, or share any User Content that violates these Terms or for which you do not have the necessary rights to grant us the described license. You confirm that your User Content, and our use of such content as permitted by these Terms, will not violate any rights or cause harm to any person or entity. Although we are not obligated to screen or monitor User Content, we reserve the right to delete or remove User Content at any time and for any reason, with or without notice. You are not permitted to access or use the Site in a way that could violate any applicable laws, contracts, intellectual property rights, or other third-party rights, or engage in any harmful or illegal activity while using our Site. You are solely responsible for your actions while using our Site. We reserve the right to suspend or terminate your access to the Site without notice.
- 9) **Text Messaging.** By creating an Account, you agree to receive text (SMS) messages from the Campaign as part of your use of the Campaign. You can opt-out of receiving text messages by contacting us. However, please note that opting out may affect your use of the Campaign.
- 10) **Content Rights and Licenses.** The Campaign, including all Content on the Campaign, is and remains the property of the Campaign and is protected by copyright and other intellectual property laws. You are granted a limited, revocable, non-exclusive, non-sublicensable license to access and view the Content on the Campaign. However, you must not use the Campaign or the Content for purposes other than personal use, and you are not allowed to remove or modify any copyright or trademark notices.
- 11) **Limited License to Copy Content.** Users are granted a limited license to access and view the Content on the Campaign for personal use. Users may not remove or modify any copyright, trademark, or other proprietary notices and must use the Campaign and Content only for their intended purposes. Any unauthorized use may violate laws and intellectual property rights.
- 12) **Royalty Free.** By posting User Content, you grant the Campaign a perpetual, irrevocable, assignable, transferable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, distribute, and display your User Content in any media format without compensating you.
- 13) **Intellectual Property.** Users must not engage in any activity on or through the Campaign that infringes or makes unauthorized use of another party's copyright, trademark, or other intellectual property rights. The Campaign may respond to

legitimate requests regarding copyright and trademark infringement and remove infringing Content.

- 14) **Reproduction.** You agree to use the Campaign website in accordance with applicable laws and regulations. You may not use the content and information from the Campaign website without express written permission from the Campaign.
- 15) **Feedback and Submissions.** You may voluntarily provide Feedback to the Campaign, and we may use that Feedback for any purpose without acknowledgment or compensation to you. Any feedback or submissions you provide to the Campaign become the sole property of the Campaign, and we have the right to use and disseminate them without acknowledgment or compensation to you.
- 16) **Third-Party Content, Products, and Sites.** The Campaign may provide information about third-party organizations, products, services, or activities. Your interactions with third parties and use of Third-Party Content are solely between you and the third party. The Campaign does not control or endorse Third-Party Content and is not responsible for its quality, reliability, or handling of information.
- 17) **Indemnification.** To the maximum extent permitted by applicable law, you agree to protect, defend, and hold harmless the Campaign, its independent contractors, service providers, consultants, successor organizations, joint committee members, and their respective officers, directors, agents, partners, and employees (referred to collectively as the "Indemnified Parties") from and against any claims, losses, liabilities, demands, damages, expenses, or costs arising from or related to (a) your User Content or Feedback, (b) your violation of these Terms, (c) your infringement of another party's rights, including intellectual property rights or privacy rights, or (d) any misconduct on your part in connection with the Site. You agree to promptly notify the Indemnified Parties of any claims by third parties, cooperate with them in defending such claims, and bear all fees, costs, and expenses associated with defending such claims, including attorneys' fees. Furthermore, you agree that the Indemnified Parties will have the sole option to control the defense or settlement of any third-party claims.
- 18) **Disclaimers.**
 - a) Your use of our Site is solely at your own risk. Unless otherwise stated in writing by us, our Site and any content or services provided therein are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Additionally, the Campaign does not guarantee that our Site is accurate, complete, reliable, current, or free from errors. While the Campaign takes measures to ensure the safety of your use of our Site, we cannot guarantee that our Site or servers are free of viruses, errors, interruptions in functionality, or other harmful components. You assume all risks associated with the quality and performance of the Site.
 - b) The Campaign is not responsible for and explicitly disclaims any liability for any errors or omissions in the content included on the Site or any third-party sites linked to or from the Site, including errors or omissions related to pricing, text, or photography. The Campaign is also not responsible for any third-party products,

services, or content. Furthermore, the Campaign is not liable for any third-party activities, programs, or events listed on the Site. The Campaign reserves the right to modify any and all content on the Site and any services offered through the Site at any time without notice.

- 19) **Limitation of Liability.** To the fullest extent permitted by applicable law, the Campaign and its contractors, service providers, consultants, successor organizations, joint committee members, and their respective officers, directors, agents, and employees (collectively referred to as the "Campaign Parties") will not be held liable to you under any theory of liability, whether based on contract, tort, negligence, strict liability, warranty, or any other legal basis, for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if the Campaign Parties have been advised of the possibility of such damages. This includes damages resulting from your reliance on any information obtained from the Campaign or arising 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 caused by acts of God, communication failures, theft, destruction, or unauthorized access to the Campaign's records, programs, or services, even if one or more of the Campaign Parties has been informed of the possibility of such damages or loss. The total liability of the Campaign and the other Campaign Parties for any claim arising from or relating to these Terms or our Site, regardless of the form of the action, is limited to \$5.00.
- 20) **Modifying and Terminating our Site.** We reserve the right and sole discretion to modify our Site or to suspend or stop providing you access to all or portions of our Site, or terminate your license to use our Site, at any time without notice. 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.
- 21) **Entire Agreement.** These Terms and Conditions incorporate by reference any notices contained on the Campaign, including within the Privacy Policy, and constitute the entire agreement with respect to access to and use of Campaign, and Content.
- 22) **Severability.** If any provision of these Terms and Conditions is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.
- 23) **No Waiver.** No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.
- 24) **No Class Actions.** You and Campaign agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.
- 25) **Governing Law and Venue – Massachusetts.** Any Dispute between the parties that is not subject to arbitration, shall be resolved in the state or federal courts of the State

of Massachusetts and the United States, respectively, sitting in the State of Massachusetts.

26) **Contact & Technical Support.** Campaign shall respond to inquiries of support as soon as reasonably possible. Responding to inquiries of Users who do not have an Account may be less expedient, or may not occur at all.

Robert Antonellis for US Senate
165 Middlesex Ave #1077
Somerville, Massachusetts 02145