Terms of Use Policy

Last Updated on January 10, 2023

Acceptance of the Terms

Please read these terms of use carefully. By browsing and using this website you agree to these terms and conditions, whether as a visitor or donor. We provide a website with related services and information that are used to raise money via donations and/or spread awareness. Donors are subject to and must comply with the terms and conditions applicable to donors and users. These terms apply to your use of our website, located at www.jondartt.com or other applications/other platforms that may connect to our website. By using the website, you accept and agree to be bound and abide by these terms. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the website.

Changes to the Website

We reserve the right to withdraw or amend the website, and any service or material provided on the website, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or the entire website to users.

Eligibility

The website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories. By using the website, you represent and warrant that you are of legal age and meet all of the foregoing eligibility requirements. The owner of the website is based in the United States. We reserve the right to review and approve or deny any user that logs on to the website.

Making a Donation on the Website

* Authorization of Donation. By entering all of the information prompted on the website (including payment information, the “User Data”) in the process of making a Donation, selecting a Donation amount, and clicking “Donate” you thereby authorize us to process your donation by prompting our third-party payment processor (“Payment Processor”) to charge the method of payment that you provided.
* Refunds. We do not handle nor are we responsible for refund requests for any donations.
* Processing Fees. We reserve the right to charge a processing fee to donators to process your Donations. You understand and acknowledge that the amount received by the candidate as a result of your Donation could be reduced by the amount of such processing fees or the processing fees could be passed on to the donator.
* Party to Donations. Clover or Huntington Bank does not set, control, or endorse the Candidate, or any conformance or legality of the representations of any candidate described on the website or elsewhere. Clover or Huntington cannot, and does not, control whether candidates or their personnel or campaigns will complete their representations or promises they make on the website or elsewhere. In the event any User has a dispute with a candidate, or suffers any harm arising out of or connected with the candidate, User hereby waives all claims and releases Huntington (and its subsidiaries, employees, officers, directors, shareholders, suppliers, joint venturers, and agents) from any and all liability for claims, demands, damages (actual and consequential), costs and expenses (including litigation costs and attorneys’ fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any donations.

Prohibited Uses

Users may use the website only for lawful purposes and in accordance with these Terms. Users shall not:

* Use the website in any way that violates applicable federal, state, local, or international law or regulation (including, without limitation, to facilitate any illegal transaction or to commit fraud)
* Share non-public website features or content with any third party
* Use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website
* Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the website, the server on which the website is stored, or any server, computer or database connected to the website
* Use the website in any manner that could disable, overburden, damage, or impair the website in interfere with any other party’s use of the website, including their ability to engage in real time activities through the website
* Use any manual process to monitor or copy any of the material on the website or for any other unauthorized purpose without prior written consent
* Use any device software or routine that interferes with the proper working of the website
* Access the website in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the website, or to copy any ideas, features, functions or graphics of the website
* Use the website to promote, advocate, sell, or offer any illegal activity, good, or service
* Use the website to promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
* Use the Application Programming Interface (“API”) to create databases, compilations of data, or to access or use any material on the website to populate any other sites, applications, databases, or services, other than to process donations through the website
* Attempt to interfere with the proper working of the website. User is responsible and liable for their use of the website, any conduct that is prohibited by these Terms or conduct that would violate these Terms, and any use of the website through User’s account, whether authorized or unauthorized

User Representations and Warranties

You represent and warrant that: (a) all information provided by you (including any credit card, debit card, and bank information) is true, correct, and complete; (b) charges incurred by you will be honored by your credit/debit card company or bank; (c) you will pay the charges incurred by you in the amounts posted, including any applicable transaction fees; (d) you are the person in whose name the card was issued; (e) your use of the Platform shall comply with all federal, state, and local laws and regulations; and (f) any donation you make is not made in any manner to avoid applicable regulation or law.

Indemnification

User shall defend, indemnify, and hold harmless www.jondartt.com from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or related to User’s alleged or actual use of, misuse of, or failure to use the website, including without limitation any claims by third parties (including other users or Clients) related to: (a) User’s use of the website or donations made through the website; (b) the materials available on the website; (c) User’s breach or alleged breach of any of its representations and warranties under these Terms. User’s obligations set forth herein include retention and payment of attorneys fees and payment of court costs, as well as settlement at User’s expense and payment of judgments.

If you have any questions concerning these terms, please contact [www.jondartt.com](http://www.jondartt.com) or [jsdindy@msn.com](mailto:jsdindy@msn.com)

Privacy Policy

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We may collect certain information through our website, located at www.jondartt.com and/or our mobile applications or other platforms that connect to our website and/or mobile applications. This Privacy Policy lays out our policies and procedures surrounding the collection and handling of any information that can be directly associated with an individual, whether or not they create an account on the Platform, and includes personal information such as names, addresses, telephone numbers, email addresses, etc. (“Personal Information”).

This Privacy Policy applies only to our Platform. It does not apply to any third-party site or service linked to our Platform or recommended or referred by our Platform. This Privacy Policy does not apply to any other website, product, or service operated by this website.

Personal Information We Collect

We collect the following information provided from users or through user’s use of the Platform: name, e-mail address, telephone number, address, contribution amount, contribution recipients, and credit card information. We may also collect additional information.

Contribution Information

We share information, potentially including Personal Information, concerning the contributions you make using the platform. The reports containing this information are publicly available from the Indiana Campaign Finance website. Organizations may receive reports about donations made through the forms they create.

Credit Card Information

We outsource processing of credit card transactions to Clover, a service through Huntington Bank. We securely transmit your credit card information through Clover (our payment processor). We may request your phone number and email address when you contribute so that we can reach you should further verification of your credit card information be required.

Cookies and Similar Technologies

We use “cookies” to collect certain information from all users, including Platform visitors who complete any transaction through our Platform. A cookie is a string of data our Platform sends to your computer and then uses to identify your computer when you return to our Platform. Cookies give us usage data, such as how often you visit, where you go at the site, and what you do.

Please note: You can set your web browser to refuse cookies*.* You can also set your browser to indicate when a cookie is being sent. The Platform may not function properly if you’ve set your browser to refuse cookies.

Protection of Personal Information

We employ the industry standard data security tools to protect Personal Information. Unfortunately, even with these measures, we cannot guarantee the security of Personal Information. By using our Platform, you acknowledge and agree that (i) we make no guarantee as to the safety and security of your Personal Information and (ii) you use our Platform at your own risk.

Sharing of Information

Should you elect to use our Platform, we will have access to any information you provide, such as your name, address, email address and telephone number. Without limiting any of the foregoing, please note the following:

* By providing your Personal Information, you are granting us the right to store and use the information in any way that does not violate any laws or regulations.
* We also may disclose information, including Personal Information, to attorneys, collection agencies, or law enforcement authorities to address potential usage or contract violations, or illegal behavior.
* We disclose any information demanded in a court order or otherwise required by law or to prevent imminent harm to persons or property.

Amendment of this Privacy Policy

We may change this Privacy Policy at any time by posting a new version on this page or on a successor page. The new version will become effective on the date it’s posted, which will be listed at the top of the page as the new Effective Date.

Agreement with Privacy Policy

In the case that you do not agree with the way we use your information or any term or provision of this Privacy Policy, as now existing or as amended in the future, you may simply stop using the Platform.

If you have any questions concerning this Privacy Policy, please contact [www.jondartt.com](http://www.jondartt.com) or [jsdindy@msn.com](mailto:jsdindy@msn.com)