

# Privacy Policy

## Flags Across Mississippi™ Website and Digital Products and Services

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Version 1 of 1

**This document affects your legal rights. Please read it carefully.**

### 1. Introduction

- a. This Privacy Policy is part of and subject to the Terms and Conditions found on [www.flagsacrossmississippi.com](http://www.flagsacrossmississippi.com) and on other social media platforms and electronic and digital products, software and services (hereinafter referred to as "Website and Digital Services") owned and operated by Raymond Shores and Associates, Inc. (hereinafter referred to as "We", "Us" and "Our").
- b. We are committed to protecting your personal information. We dislike SPAM and harassing and fraudulent tele-marketing calls as much as you do. We support Constitutional and international actions designed to reduce such activities.
- c. We abide by Christian moral standards and local, state, and federal laws that pertain to your personal information.

### 2. Acceptance and Consent

- a. You (hereinafter referred to as "You" and "Your") agree and consent to be bound by this Privacy Policy and included Terms and Conditions (hereinafter collectively referred to as "Policy") whenever you view, access, interacting with, act upon, or use the products, services or information provided by or derived from [www.flagsacrossmississippi.com](http://www.flagsacrossmississippi.com) or social media platforms or electronic and digital products, software and services (hereinafter collectively referred to as "Website and Digital Services") owned or operated by Us.
- b. If You do not want to be bound by this Policy, Your only option is to terminate Your contact and participation with Us and not view, interact, etc. with Our Website and Digital Services.

### 3. Data That We Can Collect

- a. We can collect Your personally identifiable information, including but not limited to Your e-mail address, name, addresses and telephone numbers.
- b. We can collect anonymous information that is not personally identifiable including but not limited to Your ZIP code, age, gender, preferences, interests, and favorites.
- c. We can collect information about Your computer hardware and software including but not limited to Your IP address, browser type, domain names, access times and the website, social media and other digital software, products and services that referred You to Our Website and Digital Services.
- d. You can choose to accept or decline cookies by modifying the settings of your electronic device or web browser. If You choose to decline cookies, You may not be able to fully experience the interactive features of Our Website and Digital Services.

### 4. Our Use of Information Collected from You

- a. We, Our Affiliates, and other entities contracted by Us can collect and use Your personal information to operate Our Website and Digital Services.
- b. We, Our Affiliates, and other entities contracted by Us can use Your personal information to inform you of products or services available from Us and Our affiliates.
- c. We, Our Affiliates, and other entities contracted by Us can use your personal information to deliver products and services to You and to contact You for any reason whatsoever by mail, telephone, e-mail and other digital means including digital means that could be invented and deployed in the future without limitation.
- d. We do not sell, rent or lease Your personal information to third parties.

- e. We, Our Affiliates, and other entities contracted by Us can share data with sub-contractors to perform statistical analysis. Sub-contractors will be prohibited from using your personal information for any purpose except that which We will use.
- f. Sub-contractors will be required to maintain the confidentiality of your information.
- g. We can disclose Your personal information, without notice to You, to persons and other entities with a need to know at Our discretion or as required by law, rule, judicial decree or in Our good faith belief that such action is justified in order to:
  - 1. Conform to the edicts of the law or comply with legal process served on Our affiliates, an individual, or Us, at Our discretion.
  - 2. Protect and defend Our rights and property or the rights and property of Our affiliates or an individual or other entities, at Our discretion.
  - 3. Act under exigent circumstances to protect Our safety or the safety of Our affiliates or an individual or other entity, at Our discretion.

## **5. Security of Your Personal Information**

- a. We take reasonable precautions to secure Your personal information from unauthorized access, use or disclosure.
- b. We take reasonable precautions to secure the personally identifiable information You provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.
- c. When personal information (such as a credit card number or banking information) is transmitted to other websites, it is protected using encryption, such as the Secure Socket Layer (SSL) protocol.

## **6. Disputes and Recovery**

- 1. This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Mississippi. Jurisdiction and venue for all actions arising either in equity or at law with regard to these Terms and Conditions shall be vested exclusively in an appropriate court sitting in Madison County Mississippi and if appealed to a higher court such court shall be within the confines of the State of Mississippi.
- 2. No failure by You or Us to fulfill any of its assertions hereunder shall constitute a breach of this Privacy Policy unless and until the non-breaching party has provided the breaching party with written notice specifying such failure(s) and the breaching party has failed to cure such breach within thirty (30) days (unless a different number of days is specified in this Agreement) after receipt of such notice.
- 3. In the event of litigation brought with respect to this Privacy Policy, the prevailing party shall be entitled to recover all awards, costs and expenses of such proceedings and litigation, as the case may be, including reasonable attorney fees.

## **7. Entire Agreement and Future Changes**

- 1. This Privacy Policy contains the entire agreement between You and Us.
- 2. We may amend this Privacy Policy at any time without your consent or advance notification.
- 3. This Privacy Policy and any changes and updates made shall be digitally posted in any Our Website and Digital Services that are affected by such changes and updates, and such posting shall be deemed sufficient for all intents and purposes.
- 4. You agree that all agreements, notices, disclosures, terms and conditions, and other communications that we provide to you digitally shall satisfy any legal requirement that such communications be made in written form.

## **8. Waiver**

No failure or delay by Us in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

## **9. Severability**

In the event that any provision of these Terms, or the application thereof, to any extent be held invalid or unenforceable by a court of competent jurisdiction, it is the expressed intent of the parties hereto that the remaining provisions, or the alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or in equity. If any provision of these Terms shall be found unenforceable, You and We expressly authorize the court considering the matter to reform such provision to the extent necessary to make the same enforceable and to carry out the intent expressed in the language of these Terms as nearly as possible.

#### **10. Governing Law**

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Mississippi. Jurisdiction and venue for all actions arising either in equity or at law with regard to these Terms and Conditions shall be vested exclusively in an appropriate court sitting in Madison County Mississippi and if appealed to a higher court such court shall be within the confines of the State of Mississippi.