

Make Dixie Great Again

Terms, Conditions and Notices for Use of Website & Services

September 1, 2019, Revision 1

Content and Services offered on the Make Dixie Great Again Website are controlled by the Sons of Confederate Veterans and Raymond Shores and Associates, Inc. doing business as Victory Marketing Systems.

The Make Dixie Great Again Website is accessible through makedixiegreatagain.com, makedixiegreatagain.org and makedixiegreatagain.net which are registered domains belonging to Raymond Shores and Associates, Inc.

These terms, conditions, and policies govern Your use of the Make Dixie Great Again Website and the Services offered on it. Your use of the Website and Services constitutes Your agreement to be bound by these terms, conditions, and policies (herein collectively referred to as the "Agreement"). The Agreement also extends to any electronic communication sent by a You through a contact form and any other derivative and result of using the Website and Services offered thereon. You must comply with the Agreement. Any use of the Website and Services contrary to the Agreement in effect at the time of use is unauthorized and prohibited.

The words "User", "You", "Your", and "Yours" refer to any person or entity using the website or services offered. The words "We", "Our", "Ours" and "Us" refer to the Sons of Confederate Veterans and Raymond Shores and Associates, Inc. The term "Website" refers to the Make Dixie Great Again Website accessed through makedixiegreatagain.org, makedixiegreatagain.com, and makedixiegreatagain.net and any electronic communication sent by a You through a contact form and any other derivative and result of using the Website.

The word "Services" refers to any and all products and services offered and provided on the Website, including but not limited to products and services that We provide for free and for sale, information, downloads, User access, User profile and contact information, paper and paperless electronic invoicing and payment processing, billing and payment processing, and one-time, recurring and repetitive invoicing, billing and payment processing.

If You do not agree with the terms, conditions and policies of the Agreement, Your sole and exclusive remedy is to discontinue Your use of the website and the services offered thereon.

Raymond Shores and Associates, Inc. reserves the right to change the Agreement without prior notice to You or Your consent.

The purpose of the Make Dixie Great Again Website and Services is to support the Southern Victory Campaign of the Sons of Confederate Veterans. The Make Dixie Great Again Website may continue in its present form for as long as either or both Raymond Shores and Associates, Inc and the Sons of Confederate Veterans desire.

All membership dues and donations solicited and submitted through the Make Dixie Great Again Website, including those of the Confederate Legion, belong to the Sons of Confederate Veterans and are submitted directly to them.

Some products and services offered on the Make Dixie Great Again Website belong to Raymond Shores and Associates, Inc. Payments are submitted directly to them.

Some products and services offered on the Make Dixie Great Again Website belong to third parties authorized by Us. Payments for third party products and services are submitted directly to the respective third party.

1. SONS OF CONFEDERATE VETERANS

The Sons of Confederate Veterans is a non-profit corporation located in Columbia, Tennessee. The mailing address is P.O. Box 59, Columbia, TN 38402. The telephone number is 800-693-4943.

2. RAYMOND SHORES AND ASSOCIATES, INC.

Raymond Shores and Associates, Inc. is a corporation located in Flora, Mississippi. The mailing address is P.O. Box 56, Bentonia, MS 39040. The telephone number is 662-673-8223.

3. OTHER TERMS, CONDITIONS, AND POLICIES

In addition to this Agreement, other terms, conditions, and policies could be applicable to Your use of certain Services that are now provided or could be offered and provided in the future. This agreement governs if a conflict occurs between this Agreement and any other terms, conditions, and policies. Access to such other terms, conditions, and policies is provided in connection with the specific Services involved. You shall be deemed to have agreed to and be bound by such other terms, conditions, and policies (including the Privacy Policy, found on the Website) in addition to this Agreement.

4. PROPRIETARY RIGHTS, SUBMISSIONS AND LAWFUL USE

Except as otherwise indicated, all information, text, images, logos, designs, graphics, photos, sounds, presentation, layouts, icons, documentation, forms, and other materials (herein referred to as "Content") on the Website site or provided in connection with the Services are the subject of copyrights, trademarks, service marks, and intellectual property rights held by or licensed to Us. Content of the Website may not be published, copied, distributed, transmitted, modified, exploited, or used in the creation of derivative works, in any form or by or to any entity for any purpose without Our prior written consent; provided, however, that users of this Website may download Content in connection with the ordinary utilization of the Website and Services for use by a single individual using a standard web browser, so long as such Content is not modified, altered, deleted, retransmitted, published, or otherwise changed and copyrights, trademarks and service marks, and other proprietary notices are not removed.

Any information, suggestion, idea, graphic, remark, or other submission that You and any other User submits to Us through the Website, Services and any other method shall become Our exclusive property and shall not be deemed as confidential except in accordance with Our Privacy Policy. We shall be entitled to use any such submission and any derivative works created therefrom, and any related concepts, ideas, techniques, or know-how for any lawful purpose without any obligation to any User submitting the same and without restriction, permission, or compensation. A User making any such submission thereby acknowledges the originality of such submission and accepts responsibility for its accuracy, completeness, appropriateness, and legality.

The Website and Services are provided only for lawful use. Any use of the Website and the Services for any purpose contrary to applicable law is unauthorized and prohibited and could subject You and any other User to fines, penalties, suits at law, damages, and imprisonment.

5. SECURITY AND PRIVACY

Information transmitted over the Internet and stored on computers connected to the Internet cannot be made completely private and secure. We endeavor to maintain the security and privacy of the information We receive in accordance with Our Privacy Policy, which is available through the Website and Services.

Each User is responsible for the use, security, and safeguarding of such User's identification, password, credit card, financial and other confidential information. We shall have no responsibility or liability for damages resulting from the theft or unauthorized use of Your or any other User's identification, password, financial and

other confidential information, including but not limited to the User's tax identification number, address, telephone number, e-mail address, credit card number, or banking information.

6. ELECTRONIC EQUIPMENT AND NETWORK SERVICES

Each User is responsible for supplying and maintaining all hardware, software, access to networks, and communications and other equipment necessary for connectivity to gain access to this Website and Services. We shall have no responsibility whatsoever in this regard.

7. MONITORING

We retain the right in Our sole discretion and at any time or not at all to monitor activities on the Website and Services. We reserve the right, without the consent of or liability to any User or third party, to record, screen, edit, curtail, and remove any content on the Website and Services for any reason, including Our belief that such content is harmful, harassing, abusive, offensive, or in violation of this Agreement or any other terms, conditions, and policies applicable to the Website and Services. We shall have no liability to any User or third party for the performance or non-performance of monitoring or other actions taken pursuant to this Agreement.

8. E-MAIL

In connection with activities conducted on the Website and Services We might send You courtesy confirmations and other communications by e-mail. Delivery of e-mail may be affected by circumstances beyond Our control, including but not limited to incorrect e-mail addresses provided by users, e-mail address changes of which We have no knowledge, personal and Internet spam filters, size filters, timing of the delivery of e-mails, unavailability of e-mails, or other Internet and network problems. We assume no responsibility for the timeliness, deletion, missed delivery, or failure of e-mails due to the foregoing or the failure to store data, failure of personalized settings by users or e-mail service providers, or any other cause. Users assume all responsibilities to allow delivery of e-mail that We send. We have no responsibility for damages or losses due to e-mails that are not received by users for any reason. Each User is responsible for reading and responding in a timely and appropriate manner to e-mails that We send.

9. WEB SITE UNAVAILABILITY AND FAILURE OF TRANSACTIONS

The unavailability of this Website or Services, or the failure of any Service or online transaction for any reason, shall not relieve any User from any obligation whether financial or otherwise.

10. DISCLAIMER AND EXCLUSION OF WARRANTIES

THIS WEBSITE, SERVICES, AND ANY RELATED FEATURE AND DERIVATIVE ARE PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The content of the Website and Services may contain technical, typographical, or other errors, inaccuracies, or omissions. We reserve the right, in Our sole discretion, at any time and for any reason, to make corrections, revisions, and changes to the Website and Services, and/or to suspend or terminate the availability of the Website and the Services to any or all users, without prior notice. We make no warranty and shall have no responsibility to any User with respect to any errors, inaccuracies, omissions, corrections, revisions, changes, suspensions, and terminations involving the Website site and Services.

We do not warranty that the Website and Services are free of destructive computer code including but not limited to viruses, worms, trojan horses, and similar malicious and potentially damaging code. Users must take their own precautions with respect to such code.

We have no responsibility and make no representation, warranty, or endorsement of any entity, individual, group, company, sponsor, advertiser, website, product, service or offer that a User may access through the Website and Services. Information about and access to any such other entity is provided solely as a convenience

to users. Any such other entity is independent of Us and the Website and Services, and We have no control over or responsibility for any other entity and its offers, products and services. Users accessing other entities mentioned or linked to this Website and Services do so entirely at their own risk and are subject to such terms and conditions as are imposed by such other entities.

We do not represent that the any products, services offered and provided on the Website and Services are suitable or fitted for any particular purpose whether such products and services are the property of Raymond Shores and Associates, Inc., the Sons of Confederate Veterans or a third party.

User assumes all risks and consequences, whether beneficial or damaging, as direct and indirect consequence of using the Website, Services and products, and services offered on the Website and Services.

11. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES FOR ANY USE OF THIS WEBSITE, SERVICES, OR ANY LINKED WEBSITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON OUR OR ANY USER'S COMPUTER HARDWARE OR INFORMATION HANDLING SYSTEMS, OR OTHERWISE, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, OR SOFTWARE FAILURES OR LOSSES OF ANY KIND, OR FOR FAILED, INCOMPLETE, DISTORTED, OR DELAYED DATA TRANSMISSIONS, OR EQUIPMENT INCOMPATIBILITIES, IN RELATION TO ANY USE OF THIS WEB SITE OR THE WEB SERVICES. WE ARE NOT RESPONSIBLE FOR DAMAGE RESULTING FROM DESTUCTIVE COMPUTER CODE SUCH AS VIRUSES, WORMS, TROJAN HORSES, AND THE LIKE. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF INFORMATION, INTERACTIVE FORMS, CONTENT, OR COMPUTER CODE ON THIS WEB SITE OR ANY WEB SITE ACCESSIBLE THROUGH THIS WEB SITE OR RELATED TO THE WEB SERVICES.

12. WAIVERS

We do not waive any terms of this Agreement or any other terms, conditions, or policies with respect to the Website and Services or any of Our rights unless the waiver is a written document expressly setting forth the nature and extent of the waiver, and executed by the President of Raymond Shores and Associates, Inc. and one or more official representatives of the Sons of Confederate Veterans.

No delay or omission by Us in enforcing this Agreement and any other terms, conditions, or policies shall impair Our current or future exercise of Our rights and remedies or be construed as a waiver of any provision of this Agreement or any other terms, conditions, or policies. No partial or single exercise of any right or remedy available to Us under this Agreement or any other terms, conditions, or policies shall preclude the full availability to Us of any right or remedy.

13. ASSIGNMENTS

No User may assign to any other person or entity its rights or obligations under this Agreement or under any other terms, conditions, or policies without Our express written consent. In Our sole discretion, We may freely assign this Agreement and any of Our rights and obligations hereunder or under any other terms, conditions, or policies, in whole or in part, to any third party or parties without the consent of or notice to any User.

14. CAPTIONS

Captions and titles in this Agreement and in any other terms, conditions, or policies with respect to the Website and Services are for convenience only and do not affect the meaning of nor affect this Agreement or any other terms, conditions, or policies.

15. JURISDICTION AND APPLICABLE LAWS

We do not represent that the materials on the Website and the Services may be used outside of these United States. Access to the Website and use of the Services may not be legal for certain persons or in certain countries. Users who access and use the Website and Services from outside of these United States do so at their own risk and are responsible for compliance with the laws of the jurisdiction from which the Website and Services are accessed and used.

The Website, Services and this Agreement are governed by the laws of the State of Mississippi, excluding its conflicts of laws principles, and, where and to the extent applicable, by federal law.

Disputes involving the Website and Services shall be adjudicated in Madison County, State of Mississippi.

16. ENTIRE AGREEMENT

These General Terms, Conditions, and Policies constitute the entire agreement between You and Us.

17. SEVERABILITY |

If any provision of this Agreement or of any other terms, conditions, or policies with respect to the Website and Services is determined to be void or invalid as a matter of law, the remaining provisions of this Agreement and of any other terms, conditions, and policies shall not be affected thereby and shall remain in full force and effect.