

Hamilton for Kansas Privacy Policy

Last Updated: April 27, 2026

At Hamilton for Kansas, we work to elect Adam Hamilton to the U.S. Senate. This Privacy Policy is designed to help you understand how Hamilton for Kansas (“**the Campaign**” “**we**”, “**our**”, “**us**”) collects, uses, and shares your personal information.

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1. SCOPE

This Privacy Policy applies to personal information processed by us, including on our websites, applications, and other online or offline offerings. To make this Privacy Policy easier to read, our websites, applications, and other offerings are collectively called the “Services.” ATTENTION: PLEASE READ OUR PRIVACY POLICY CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. ACCESSING OR USING THE SERVICES INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THIS PRIVACY POLICY IN FULL. IF YOU DO NOT ACCEPT THIS PRIVACY POLICY, DO NOT ACCESS OR USE THE SERVICES. You acknowledge (a) that You have read and understood this Privacy Policy; and (b) that this Privacy Policy shall have the same force and effect as a signed agreement.

2. PERSONAL INFORMATION WE COLLECT

The categories of personal information we collect depend on how you interact with us, our Services, and the requirements of applicable law. We collect information that you provide to us, information we obtain automatically when you use our Services, and information from other sources such as third-party services and organizations, as described below.

A. Information You Provide to Us Directly

We may collect the following personal information that you provide to us.

- **Donations.** We may collect personal information when you make donations, including name, email address, and cell phone. Federal law also requires us to use our best efforts to collect certain employment information, including your occupation and name of employer if your contributions exceed \$200 in an election cycle. Your donations are processed by a third-party payment processor through our online fundraising platforms, including ActBlue and NGP VAN. We do not directly collect or store any payment card information entered through our Services, but we will receive information associated with your payment card information, as described above.
- **Petitions.** If you decide to participate in our petitions, you may be asked to provide certain information, which may include personal information. We may treat your name, city, state, and any comments as public information. We may, for example, provide compilations of petitions, with your comments, to national leaders, without disclosing e-mail addresses. We may also make comments along with your city and state available to the press and public online.
- **Your Communications with Us.** We may collect personal information, such as name, email address, phone number, or mailing address when you contact us through the Services, apply for a job, or otherwise communicate with us.
- **Social Sharing Features.** We and others who use our Services may collect personal information that you submit or make available through our interactive features (e.g., social media pages). Any information you provide using the public sharing features of the Services will be considered “public,” unless otherwise required by applicable law, and is not subject to the privacy protections referenced herein. 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.
- **Strategic Partnerships.** We may collect personal information from individuals and third parties to assess and pursue potential strategic partnerships.
- **Job Applications.** We may post job openings and opportunities on our Services. If you reply to one of these postings by submitting your application, CV and/or cover letter to us, we will collect and use your information to assess your qualifications.

B. Information Collected Automatically

We may collect personal information automatically when you use our Services:

- **Automatic Data Collection.** We may collect certain information automatically when you use our Services, such as your Internet Protocol (IP) address, user settings, MAC address, cookie identifiers, mobile carrier, mobile advertising and other unique identifiers, browser or device information, location information (including approximate location derived from IP address), and Internet Service Provider. We may also automatically collect information regarding your use of our Services, such as pages that you visit

before, during and after using our Services, information about the links you click, the types of content you interact with, the frequency and duration of your activities, and other information about how you use our Services.

- **Cookies, Pixel Tags/Web Beacons, and Other Technologies.** We, as well as third parties that provide content, advertising, or other functionality on our Services, may use cookies, pixel tags, local storage, and other technologies (“**Technologies**”) to automatically collect information through your use of our Services.
 - **Cookies.** A cookie is a small file containing a string of characters that is sent to your computer when you visit a website or use an online service. When you visit the website or use the online service again, the cookie allows that website or online service to recognize your browser or device. Cookies may store unique identifiers, user preferences and other information.
 - **Pixel Tags/Web Beacons.** A pixel tag (also known as a web beacon) is a piece of code embedded in our Services that collects information about engagement on our Services. The use of a pixel tag allows us to record, for example, that a user has visited a particular web page or clicked on a particular advertisement. We may also include web beacons in e-mails to understand whether messages have been opened, acted on, or forwarded.
 - **Duration of Cookies:** We may use “session cookies” or “persistent cookies.” Session cookies are temporary and expire once you close your browser or once your session ends. Persistent cookies remain on your device for much longer or until you or your browser erases them. Persistent cookies have varying durations that are dependent on their expiration date.
 - **How do I control cookies:** Web browsers allow some control of most cookies through the browser settings. Most mobile devices also offer settings to reject mobile device identifiers. Although users are not required to accept cookies or mobile device identifiers, blocking or rejecting them may prevent access to some features available through the Services or impair the functionality of the Services. To find out more about cookies, including how to manage and delete cookies, visit www.aboutads.info/choices. You can also opt-out of interest based advertising from participating members by visiting <http://www.networkadvertising.org/choices/>. For individuals in the EEA, please visit www.youronlinechoices.eu and for individuals in Canada, please visit <https://youradchoices.ca>. Where required by applicable law, we obtain your consent prior to placing or using optional cookies that are not (i) strictly necessary to provide the Site or the Services e.g., Necessary Cookies; or (ii) for the purpose of facilitating a communication.

Our uses of these Technologies fall into the following general categories:

- **Operationally Necessary.** These cookies are strictly necessary to make our Services function properly. This includes Technologies that allow you access to our Services, applications, and tools that are required to identify irregular website behavior, prevent fraudulent activity and improve security or that allow you to make use of our functionality;
- **Performance-Related.** We may use Technologies to assess the performance of our Services, including as part of our analytic practices to help us understand how individuals use our Services (*see Analytics below*);
- **Functionality-Related.** Sometimes referred to as analytics cookies, we may use Technologies that allow us to offer you enhanced functionality when accessing or using our Services. These cookies help provide information on metrics, the number of visitors, bounce rate, traffic source, etc. This may include identifying you when you sign into our Services or keeping track of your specified preferences, interests, or past items viewed;
- **Advertising- or Targeting-Related.** We may use first party or third-party Technologies to deliver content, including ads relevant to your interests, on our Services or on third-party websites. These cookies track visitors across websites and collect information to provide customized ads.

See “[Your Privacy Choices and Rights](#)” below to understand your choices regarding these Technologies.

- **Analytics.** We may use Technologies and other third-party tools to process analytics information on our Services. Some of our analytics partners include:
 - **Google Analytics.** For more information, please visit [Google Analytics’ Privacy Policy](#). To learn more about how to opt-out of Google Analytics’ use of your information, please click [here](#).
 - **Google Advertising:** For more information please visit Google’s Advertising [Privacy Policy](#)
 - **Mixpanel.** For more information about Mixpanel, please visit [Mixpanel’s Privacy Policy](#).
 - **Facebook Connect.** For more information, please visit Facebook’s [Data Policy](#). You can object to the collection of your data by Facebook pixel, or to the use of your data for the purpose of displaying Facebook ads by contacting the following address while logged into your Facebook account: <https://www.facebook.com/settings?tab=ads>.
 - **X Pixel** – For more information about X, please visit [X’s Terms of Service & Privacy Policy](#)

C. Information Collected from Other Sources

We may obtain information about you from other sources, including through third-party services.

3. HOW WE USE YOUR INFORMATION

We use your information for a variety of purposes, including to provide our Services, for administrative purposes, and to market our Services, as described below.

Text messaging originator opt-in data and consent will not be shared with third parties, provided that we may share text messaging originator opt-in data and consent with our third-party vendors, consultants and other service providers who need access to such information to carry out work on our behalf (and who will not use such information for their own purposes); or if we believe disclosure is required by law.

A. Provide Our Services

We use your information to fulfil our contract with you and provide you with our Services, such as:

- Managing your information;
- Providing access to certain areas, functionalities, and features of our Services;
- Answering requests for customer or technical support;
- Sending you newsletters and alerts and otherwise providing you with news and information that we think will be of interest to you, such as sending you information to keep you informed about various campaigns, candidates, issues, events, activities, and resources;
- Connecting you with other supporters, and to solicit volunteers, donations and support for the Campaign and for candidates, issues, and organizations that we support;
- Reminding you to vote and register to vote and assist you in registering to vote and in finding your registration information, polling location and campaign events near you;
- Communicating with you about policy changes;
- Processing your financial information and other payment methods for donations;
- Processing applications if you apply for a job we post on our Services; and
- Allowing you to join campaigns and donate.

B. Administrative Purposes

We use your information for various administrative purposes, such as:

- Pursuing our legitimate interests such as soliciting donations, managing volunteers, and other Campaign-related purposes (including network and information security, and fraud prevention);
- Detecting security incidents, protecting against malicious, deceptive, fraudulent or illegal activity, and prosecuting those responsible for that activity;
- Measuring interest and engagement in our Services;
- Improving, upgrading or enhancing our Services;
- Ensuring internal quality control and safety;
- Authenticating and verifying individual identities, including requests to exercise your rights under this policy;
- Debugging to identify and repair errors with our Services;

- Auditing relating to interactions, transactions and other compliance activities;
- Enforcing our agreements and policies; and
- Complying with our legal obligations.

C. **Marketing and Advertising our Services**

We may use personal information to tailor and provide you with content and advertisements. We may provide you with these materials as permitted by applicable law.

Some of the ways we market to you include email campaigns, text messages, phone calls, custom audiences advertising , and “interest-based” or “personalized advertising,” including through cross-device tracking.

If you have any questions about our marketing practices, you may contact us at any time as set forth in “[Contact Us](#)” below.

D. **Other Purposes**

We also use your information for other purposes as requested by you or as permitted by applicable law.

- **Consent.** We may use personal information for other purposes that are clearly disclosed to you at the time you provide personal information or with your consent.
- **De-identified and Aggregated Information.** We may use personal information and other information about you to create de-identified and/or aggregated information, such as de-identified demographic information, de-identified location information, information about the device from which you access our Services, or other analyses we create.

4. **HOW WE DISCLOSE YOUR INFORMATION**

We disclose your information to third parties for a variety of business purposes, including to provide our Services, to protect us or others, or in the event of a major business transaction such as a merger, sale, or asset transfer, as described below.

A. **Disclosures to Provide our Services**

The categories of third parties with whom we may share your information are described below.

- **Individuals You Share or Interact With.** The Services may include various tools and functionalities that permit you to share personal information with other individuals.
- **Service Providers.** We may share your personal information with our third-party service providers who use that information to help us provide our Services. This includes service providers that provide us with IT support, hosting, payment processing, customer service, and related services.

- **Partners.** We may share your personal information with partners with whom we have relationships, as well as organizations, groups, and causes that we believe have similar missions or goals.
- **Affiliates.** We may share your personal information with our Campaign affiliates, included other political committees.
- **Advertising Partners.** We may share your personal information with third-party advertising partners. These third-party advertising partners may set Technologies and other tracking tools on our Services to collect information regarding your activities and your device (e.g., your IP address, cookie identifiers, page(s) visited, location, time of day). These advertising partners may use this information (and similar information collected from other services) for purposes of delivering personalized advertisements to you when you visit digital properties within their networks. This practice is commonly referred to as “interest-based advertising” or “personalized advertising.”

B. Disclosures to Protect Us or Others

We may access, preserve, and disclose any information we store associated with you to external parties if we, in good faith, believe doing so is required or appropriate to: comply with law enforcement or national security requests and legal process, such as a court order or subpoena; protect your, our, or others’ rights, property, or safety; enforce our policies or contracts; collect amounts owed to us; or assist with an investigation or prosecution of suspected or actual illegal activity.

C. Disclosure in the Event of Merger, Sale, or Other Asset Transfers

If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, your information may be sold or transferred as part of such a transaction, as permitted by law and/or contract.

5. YOUR PRIVACY CHOICES AND RIGHTS

Your Privacy Choices. The privacy choices you may have about your personal information are determined by applicable law and are described below.

- **Email and Telephone Communications.** If you receive an unwanted email from us, you can use the unsubscribe link found at the bottom of the email to opt out of receiving future emails. Note that you will continue to receive transaction-related emails and we may also send you certain non-promotional communications regarding us and our Services, and you will not be able to opt out of those communications (e.g., communications regarding our Services or updates to our Texting Terms of Service or this Privacy Policy). In addition, to comply with federal election law, our contributor records will be continuously maintained in a separate secure database.

We process requests to be placed on do-not-mail, do-not-phone, and do-not-contact lists as required by applicable law.

- **Text Messages.** To stop receiving text messages, reply with the word STOP or by following the instructions in the text message you have received from us. We may confirm your opt-out by text message.
- **“Do Not Track.”** Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers.
- **Cookies and Interest-Based Advertising.** You may stop or restrict the placement of Technologies on your device or remove them by adjusting your preferences as your browser or device permits. However, if you adjust your preferences, our Services may not work properly. Please note that cookie-based opt-outs are not effective on mobile applications. However, you may opt-out of personalized advertisements on some mobile applications by following the instructions for [Android](#), [iOS](#) and [others](#).

The online advertising industry also provides websites from which you may opt out of receiving targeted ads from data partners and other advertising partners that participate in self-regulatory programs. You can access these and learn more about targeted advertising and consumer choice and privacy by visiting the [Network Advertising Initiative](#) and [the Digital Advertising Alliance](#).

Please note you must separately opt out in each browser and on each device.

6. SECURITY OF YOUR INFORMATION

We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, no system is 100% secure, and we cannot ensure or warrant the security of any information you provide to us. To the fullest extent permitted by applicable law, we do not accept liability for unauthorized disclosure.

By using our Services or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of our Services. If we learn of a security system’s breach, we may attempt to notify you electronically by posting a notice on our Services, by mail or by sending an email to you.

7. INTERNATIONAL DATA TRANSFERS

Hamilton for Kansas is based in the United States and the information we collect is governed by U.S. law. By accessing or using the Sites or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S. and other countries.

All information processed by us may be transferred, processed, and stored anywhere in the world, including, but not limited to, the United States or other countries, which may have data protection laws that are different from the laws where you live. We endeavor to safeguard your information consistent with the requirements of applicable laws.

8. RETENTION OF PERSONAL INFORMATION

We store the personal information we collect as described in this Privacy Policy for as long as you use our Services or as necessary to fulfill the purpose(s) for which it was collected, provide our Services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with applicable laws.

9. CHILDREN'S INFORMATION

The Services are not directed to children under 13 (or other age as required by local law), and we do not knowingly collect personal information from children.

If you are a parent or guardian and believe your child has uploaded personal information to our site without your consent, you may contact us as described in "[Contact Us](#)" below. If we become aware that a child has provided us with personal information in violation of applicable law, we will delete any personal information we have collected, unless we have a legal obligation to keep it, and terminate the child's account if applicable.

10. OTHER PROVISIONS

Third-Party Services. Certain features and functionalities of the Services may link to or allow you to interface, interact, or share information with, access and/or use third-party websites, services, products, and technology (collectively, "**Third-Party Services**") through the Services. The Campaign does not provide or control any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. We encourage our users to read the privacy policies of each Third-Party Service with which they interact. We do not endorse, screen or approve, and are not responsible for, the privacy practices or content of such Third-Party Services. Providing personal information to Third-Party Services is at your own risk.

Changes to our Privacy Policy. We may revise this Privacy Policy from time to time in our sole discretion. 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 Sites to stay informed about our information practices and the ways you can help protect your privacy. You understand and agree that you will be deemed to have accepted the updated Privacy Policy if you continue to use our Services after the new Privacy Policy takes effect.

11. CONTACT US

If you have any questions about our privacy practices or this Privacy Policy, or to exercise your rights as detailed in this Privacy Policy, please contact us at: info@hamiltonforkansas.com.

Terms and Conditions of Use

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 Hamilton for Kansas (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 info@hamiltonforkansas.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.

By providing your mobile number and opting in, you agree to be contacted by or on behalf of the Campaign at the provided mobile number. This includes text messages, including automated text messages, for informational, product, or service-related purposes (e.g., donation requests, advocacy actions, etc.). Message frequency varies, and standard message and data rates may apply. To stop receiving text messages, reply with the word STOP. Txt HELP for help. We may confirm your opt-out by text message.

Hamilton for Kansas shortcode provides subscribers with updates on campaign activities, donation asks, and ways to get involved. When you opt-in to receive text message

communications from us, we will send you an SMS message to confirm your sign-up. You can unsubscribe from receiving short code messages at any time. Reply "STOP" to end messages. After you send the SMS message "STOP" to the shortcode, we will send you an SMS message to confirm that you have been unsubscribed and you will no longer receive SMS messages from us. If you want to resubscribe to text message communications, sign up as you did the first time, and you will start receiving text message communications again. If you are experiencing issues with the messaging program you can reply with the keyword "HELP" for more assistance, or you can get help directly at info@hamiltonforkansas.com.

Carriers are not liable for delayed or undelivered messages. T-Mobile is not liable for delayed or undelivered messages.

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 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

Hamilton for Kansas 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 nonconfidential.

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 as follows:

Designated Agent: Mike Phillips

Address: PO Box 6, Stilwell, KS 66085

E-Mail Address: info@hamiltonforkansas.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.

Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with the Campaign and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and the Campaign agree that any dispute arising out of or related to these Terms or our Site is personal to you and the Campaign and that any dispute will be resolved solely through individual action, and will not be brought as, and you hereby waive the right to bring, a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or the Campaign seeks to bring an individual action in small claims court located in the county of your billing address, you and the Campaign waive your rights to a jury trial and to have any other dispute arising out of or related to these Terms or our Site, including claims related to privacy and data security, (collectively, “Disputes”) resolved in court. Instead, for any Dispute that you have against the Campaign you agree to first contact the Campaign and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to the Campaign by email at info@hamiltonforkansas.com. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the Dispute; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and the Campaign cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All Disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in the state of Kansas unless you are a consumer, in which case you may elect to hold the arbitration in your county of residence. You and the Campaign agree that Disputes will be held in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The most recent version of the JAMS Rules are available on the [JAMS website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and the Campaign agree that these Terms affect interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitration will allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, the Campaign, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including information gathered, prepared and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and the Campaign agree that the courts of the state of Kansas and of the United States sitting in the state of Kansas have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and the Campaign will not have the right to assert the claim.

If any portion of this Section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section will be enforceable.

With respect to any text programs offered by the Campaign, the Campaign’s platform provider is a third-party beneficiary of the foregoing arbitration, class action, and jury waiver provisions.

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 Kansas, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Kansas 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 Kansas and the United States, respectively.

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.

Disclaimer for an advertisement of a short code:

Text [keyword] to [short code] to receive recurring updates from Hamilton for Kansas, including by automated text message. Txt HELP for help, STOP to end. Msg & Data rates may apply. [Link to privacy policy and terms of service].

Disclaimer for a webpage, direct mail piece or other communication collecting opt-ins:

By providing your cell phone number you consent to receive recurring updates from Hamilton for Kansas, including by automated text message. Txt HELP for help, STOP to end. Msg & Data rates may apply. [Link to privacy policy and terms of service].

Disclaimer for a webpage collecting opt-ins while soliciting contributions:

By providing your cell phone number, you consent to receive recurring text message updates from Hamilton for Kansas, including by automated text messages. Txt HELP for help, STOP to end. Msg & Data rates may apply. [Link to privacy policy and terms of service]

Confirmation Message:

Thanks for signing up to receive recurring updates from Hamilton for Kansas by automated text message. Txt HELP for help, STOP to end. Msg & Data rates may apply.