KSVotes.org Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between you (“You”) and Blueprint Kansas, Inc. (“Corporation”). The following terms and conditions, together with any documents they expressly incorporate by reference and/or available by hyperlink (collectively, “Terms of Use”), govern Your access to and use of ksvotes.org, including any content, functionality, and services offered on or through ksvotes.org (“Website”).

Please read the Terms of Use carefully before accessing or using the Website. **By accessing or using any part of the Website, You accept and agree to be bound and abide by these Terms of Use and Privacy Policy, found at [INSERT URL], incorporated herein by reference.** If You do not agree to all Terms of Use, then You may not access the Website or use any services.

This Website is offered and available to users who are 18 years of age or older and are eligible to vote in the State of Kansas. By using this Website, You represent and warrant that You are of legal age to form a binding contract with the Corporation and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Website.

Changes to the Terms of Use

Corporation may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when posted. Your continued use of the Website following the posting of revised Terms of Use means You accept and agree to the changes. You are responsible to check this page from time to time so You are aware of any changes, as they are binding on You.

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The Corporation name and all related names, logos, product and service names, designs, and slogans are trademarks of the Corporation or its affiliates or licensors. You must not use such marks without the prior written permission of Corporation. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

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You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website in any way that violates any applicable federal, state, local, or international law or regulation, including, without limitation, any laws regarding the export of data or software to and from the United States or other countries. You further agree not to use the Website to engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by Corporation, may harm Corporation or users of the Website or expose them to liability.

Additionally, You agree not to: (a) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website; (b) 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; (c) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without Corporation’s prior written consent; (d) use any device, software, or routine that interferes with the proper working of the Website; (e) introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful; (f) 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; (g) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (h) otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available for general information purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Corporation does not warrant the accuracy or completeness of this information. Any reliance on the material on the Website is strictly at Your own risk. Corporation disclaims all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Information About You and Your Visits to the Website

All information collected on this Website is subject to the Privacy Policy [LINK TO WEBSITE'S PRIVACY POLICY]. By using the Website, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website

You may link to the Website, provided You do so in a way that is fair and legal and does not damage Corporation’s reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval, or endorsement by Corporation without Corporation’s prior express written consent.

Third-Party Links

Third-party links on the Website may direct You to third-party websites that are not affiliated with Corporation. These links are provided for Your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Corporation is not responsible for examining or evaluating the content or accuracy, and Corporation does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

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Geographic Restrictions

The owner of the Website is based in the state of Kansas in the United States. This Website is provided for use only by persons located in the United States. Corporation makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand Corporation cannot and does not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to Website for any reconstruction of any lost data. Corporation is not liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect Your computer equipment, computer programs, data, or other proprietary material due to Your use of the Website or any services or items obtained through the Website or to Your downloading of any material posted on the Website, or on any third-party link on the Website.

Your use of the Website, its content, and any services or items obtained through the Website is at Your own risk. The Website, its content, and any services or items obtained through the Website are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither Corporation nor any person associated with Corporation makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Without limiting the foregoing, neither Corporation nor anyone associated with Corporation represents or warrants that the Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet Your needs or expectations.

The Corporation hereby disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, any warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation on Liability

In no event will Corporation, its affiliates or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with Your use, or inability to use, the Website, any websites linked to it, any content on the Website or such other websites, or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify, and hold harmless Corporation, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Website, including, but not limited to, any use of the Website’s content, services, and products other than as expressly authorized in these Terms of Use, or Your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal district court of Kansas or the courts of the State of Kansas at Sedgwick County.

Arbitration

At Corporation’s sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association, applying Kansas law.

Waiver

No waiver by the Corporation of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Corporation to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

**Severability**

In the event that any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, but such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement

These Terms of Use, Privacy Policy, and any policies or operating rules posted by Corporation on this Website constitute the entire agreement and understanding between You and Corporation and govern Your use of the Website, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between You and Corporation, including, but not limited to, any prior versions of the Terms of Use.

Contact Information

This website is operated by Blueprint Kansas, Inc., a Kansas Nonprofit Corporation. Questions about the Terms of Service should be sent to us at [EMAIL ADDRESS].

# Last Modified: October 9, 2017