

Who's Running?

A service of Who's Running? LLC

TERMS OF SERVICE

whosrunning.vote

Effective Date: July 14, 2026

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These Terms of Service ("Terms") constitute a legally binding agreement between you ("you" or "User") and Who's Running? LLC, a Michigan limited liability company ("Who's Running?," "we," "us," or "our"), governing your access to and use of the website located at whosrunning.vote and any associated subdomains, features, content, and services (collectively, the "Site"). By accessing or using the Site, you agree to be bound by these Terms, our Privacy Policy, and, where applicable, our Candidate Content Guidelines, each of which is incorporated by reference. If you do not agree to these Terms, you must not access or use the Site.

PLEASE READ SECTION 12 (DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS-ACTION WAIVER) CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A LAWSUIT IN COURT OR IN A CLASS ACTION.

1. The Service; Non-Partisan Information Only

Who's Running? is a non-partisan voter-information platform that compiles and displays information about candidates for public office in Michigan. We do not endorse, oppose, rank, or favor any candidate, political party, or point of view. The Site is provided for general informational purposes only. Nothing on the Site constitutes legal, electoral, financial, or professional advice, and nothing on the Site is a guarantee of the candidates, offices, or measures that will appear on any particular voter's ballot. You are responsible for verifying election information with official sources before relying on it.

2. Eligibility

The Site's public voter information is available to the general public and there is no age restriction on browsing publicly available content. However, to purchase or submit content for a premium candidate profile, you must be a candidate for public office, or an individual expressly authorized to act on behalf of such a candidate or the candidate's official campaign committee. Premium profiles are offered solely to candidates and their authorized representatives; persons or entities that are not the candidate or affiliated with the candidate's campaign are not eligible to purchase or submit premium profile content. By purchasing or submitting a premium profile, you represent and warrant that you meet these eligibility requirements and have the legal capacity to enter into a binding contract.

3. Accuracy of Voter Information

Much of the candidate and election information on the Site is compiled from public records, including data published by the Michigan Bureau of Elections, county clerks, and other governmental and public sources. While we make reasonable efforts to compile accurate and current information, we do not warrant or guarantee that any information on the Site is accurate, complete, current, or error-free. Candidate filings, ballot status, districts, and other information change frequently and may contain errors or omissions.

YOU SHOULD NOT RELY ON THE SITE AS YOUR SOLE SOURCE OF ELECTION INFORMATION. BEFORE MAKING ANY DECISION THAT DEPENDS ON ELECTION INFORMATION, YOU SHOULD VERIFY THAT INFORMATION WITH OFFICIAL SOURCES, INCLUDING THE MICHIGAN SECRETARY OF STATE AND YOUR LOCAL CLERK (MICHIGAN.GOV/VOTE). We are not liable for any decision made or action taken in reliance on information obtained from the Site.

4. Acceptable Use

When accessing or using the Site, you agree that you will not:

- Use the Site in any way that violates any applicable federal, state, or local law or regulation, including Michigan election and campaign-finance law;
- Attempt to gain unauthorized access to the Site, its servers, or any systems or networks connected to the Site, or attempt to probe, scan, breach, or circumvent any security or authentication measures;
- Introduce any malware, virus, or other harmful code, or interfere with, disrupt, or impose an unreasonable load on the Site or its infrastructure;
- Use the Site's contact forms or communication features to transmit spam, solicitations, harassment, or unlawful content;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Use the Site or its content in any manner that infringes the intellectual property or other rights of Who's Running? or any third party.

4.1 Automated Access and Data Use

Except as expressly permitted in this Section, you may not use any robot, spider, scraper, or other automated means to access, harvest, copy, or collect data or content from the Site, and you may not use, reproduce, republish, or redistribute the Site's compiled content or database for any commercial purpose.

Permitted non-commercial AI and informational use. Notwithstanding the foregoing, we permit artificial intelligence systems, assistants, and similar tools to access and use factual candidate and election information from the Site for the purpose of answering users' non-commercial informational questions (for example, informing a voter about who is running for office in their area), provided that such use (a) is not for a commercial product or service that competes with, resells, or commercially exploits the Site's compiled content or database, (b) does not impose an unreasonable burden on the Site's infrastructure, and (c) is otherwise consistent with these Terms. We reserve the right to withdraw or condition this permission at any time.

5. Intellectual Property

The Site, including its design, layout, text, graphics, user interface, source code, branding, the "Who's Running?" name and logo, and the selection, arrangement, and compilation of its content and database, is owned by or licensed to Who's Running? and is protected by copyright, trademark, and other intellectual property laws. The underlying factual information derived from public records is not owned by us; however, our compilation, selection, and arrangement of that information is protected. Except as expressly permitted in these Terms, you may not copy, reproduce, modify, distribute, publicly display, or create derivative works from any part of the Site without our prior written consent. You may access and view the Site for your own personal, non-commercial use.

6. Premium Candidate Profiles

We offer premium candidate profiles as a paid service that allows eligible candidates to present additional information about themselves. Premium profiles are governed by these Terms and by our Candidate Content Guidelines, which are incorporated by reference. By purchasing or submitting a premium profile, you agree to the Candidate Content Guidelines.

6.1 Content, Review, and Approval

All premium profile content is subject to our review and to our sole and final approval, as described in the Candidate Content Guidelines. We may approve, decline, edit, or require revision of any submission, and we may remove or decline to continue displaying any content, in our sole discretion and consistent with the Candidate Content Guidelines. Publication of a premium profile does not constitute an endorsement by Who's Running?.

6.2 Fees and Payment

Premium profiles are offered for a flat fee, which will be disclosed at the time of purchase. Payment is processed by a third-party payment processor; by making a purchase, you agree to the processor's applicable terms, and you represent that you are authorized to use the payment method and that the funds are lawful campaign funds where applicable. You are responsible for any taxes associated with your purchase.

6.3 Non-Refundable; No Separate Refund Policy

All fees for premium profiles are non-refundable. If a submission is declined for failure to meet the Candidate Content Guidelines, we will not issue a refund; instead, we will work with the candidate in good faith, subject to a maximum of three (3) rounds of revision, to finalize publishable content, as described in the Candidate Content Guidelines. There is no separate refund policy beyond what is stated in these Terms and the Candidate Content Guidelines. This provision applies to the fullest extent permitted by applicable law.

6.4 Duration of Profiles

Premium profiles are published in connection with a specific election cycle. If a candidate does not advance to the general election ballot, that candidate's premium profile will be removed shortly following the primary election. Publication confers no right to continued display beyond the applicable election cycle.

7. Campaign-Finance Disclosures

Premium profiles are paid political content and will display a "paid for by" disclosure identifying the paying committee or individual, as required by applicable Michigan campaign-finance law. This disclosure is mandatory and may not be removed, obscured, or falsified. You are solely responsible for the accuracy of your disclosure information and for your compliance with all applicable campaign-finance reporting and disclosure obligations. We make no representation that your purchase or content satisfies your legal obligations, and you should consult your own counsel regarding compliance.

8. Third-Party Services and Links

The Site relies on third-party service providers, including for website hosting, content delivery, network security, email, and payment processing. We are not responsible or liable for the acts, omissions, availability, performance, or failures of any third-party provider or service. The Site may also contain links to third-party websites and resources, including candidate campaign websites and governmental sites. We provide these links for convenience only and are not responsible for the content, accuracy, or practices of any third-party website.

9. Disclaimer of Warranties

THE SITE AND ALL CONTENT, INFORMATION, AND SERVICES PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ITS CONTENT IS ACCURATE, COMPLETE, OR CURRENT.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WHO'S RUNNING? LLC OR ITS MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

11. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Who's Running? LLC and its members, officers, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Site; (b) your violation of these Terms, the Candidate Content Guidelines, or any applicable law; (c) any content you submit; or (d) your violation of any rights of any third party.

12. Dispute Resolution; Binding Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS AND REQUIRES THAT MOST DISPUTES BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT.

12.1 Informal Resolution

Before initiating any arbitration or other proceeding, you agree to first contact us and attempt to resolve the dispute informally for a period of at least thirty (30) days after you provide written notice of the dispute. Most concerns can be resolved this way.

12.2 Binding Arbitration

If a dispute is not resolved informally, you and Who's Running? agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Site, or the breach, termination, enforcement, interpretation, or validity thereof, will be resolved by final and binding arbitration administered by a recognized arbitration provider under its applicable rules, rather than in court, except as otherwise provided in this Section. The arbitration will

be conducted in the State of Michigan, or by remote means where permitted, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement.

12.3 Class-Action and Jury-Trial Waiver

YOU AND WHO'S RUNNING? AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. YOU AND WHO'S RUNNING? WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING.

12.4 Exceptions

Notwithstanding the foregoing, either party may (a) bring an individual claim in a small-claims court of competent jurisdiction if the claim qualifies, and (b) seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information, or to address unauthorized access to or misuse of the Site. Nothing in these Terms prevents either party from reporting a matter to, or seeking relief from, any governmental or regulatory authority.

12.5 Governing Law

These Terms and any dispute arising out of or relating to them or the Site are governed by the laws of the State of Michigan, without regard to its conflict-of-laws principles, except to the extent that federal arbitration law governs the arbitration provisions above. To the extent any dispute is not subject to arbitration and proceeds in court, you agree to the exclusive jurisdiction and venue of the state and federal courts located in the State of Michigan.

13. Suspension and Termination

We reserve the right, in our sole discretion and without notice or liability, to suspend, restrict, block, or terminate your access to all or part of the Site at any time, including for any actual or suspected violation of these Terms, the Candidate Content Guidelines, or applicable law, or to protect the Site, its users, or third parties. Provisions of these Terms that by their nature should survive termination will survive, including provisions regarding intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution.

14. Changes to These Terms

We may modify these Terms from time to time. When we do, we will revise the "Last Updated" date above and, where appropriate or required by law, provide additional notice. Changes are effective when posted. Your continued access to or use of the Site after changes become effective constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Site.

15. Miscellaneous

These Terms, together with the Privacy Policy and, where applicable, the Candidate Content Guidelines, constitute the entire agreement between you and Who's Running? regarding the Site and supersede all prior agreements. If any provision of these Terms is held to be invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

Our failure to enforce any provision is not a waiver of that provision. You may not assign or transfer these Terms without our prior written consent; we may assign these Terms without restriction. Headings are for convenience only and do not affect interpretation.

16. Contact Us

If you have questions about these Terms, please contact us at:

Who's Running? LLC

Attn: Legal

Email: contact@whosrunning.vote

Web: whosrunning.vote

Who's Running? is a non-partisan voter-information platform. We do not endorse any candidate or political party.

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