

# **GREENBERG FOR MAYOR TERMS OF SERVICE**

This document, titled "**Greenberg for Mayor Terms of Service**" (hereinafter referred to as the "**Terms**"), is made and entered into, effective as of 8/6/25, by and between Daniel Greenberg, residing in the state of Kentucky, and Greenberg for Mayor.

WHEREAS, Craig Greenberg is running a campaign for re-election as Mayor of Louisville, and;

WHEREAS, this document governs the terms of use for the Greenberg for Mayor campaign contributions through the website [greenbergformayor.com](http://greenbergformayor.com);

WHEREAS, the campaign aims to solicit contributions in compliance with all applicable campaign finance laws and regulations, both federal and state; and

WHEREAS, the purpose of these Terms is to outline the rights and responsibilities of users making contributions to the campaign, the procedures for donations, and compliance with relevant legal requirements, including privacy disclosures and reporting obligations.

NOW, THEREFORE, by accessing and contributing to the Greenberg for Mayor campaign, the user agrees to be bound by these Terms in their entirety.

## **1. Acceptance Of Terms**

By accessing or contributing through the Website, the User agrees to be bound by these Terms in their entirety. This agreement becomes effective immediately upon the User's first use or contribution on the Website, which has been designated as the Effective Date. The User acknowledges and accepts that their continued use of the Website or their ongoing contributions signify their ongoing acceptance of these Terms. The User is considered to have read, understood, and agreed to abide by these Terms, inclusive of any future modifications or amendments.

## **2. Eligibility And Geographic Scope**

The Website and its services are intended for use by individuals who are legally capable of entering into binding agreements under applicable law. By using the Website, Users affirm that they are at least 18 years old or have reached the age of majority in their jurisdiction if it is higher than 18 years of age. Users must also agree to the terms and conditions set forth in these Terms of Service. The Terms apply to all Users regardless of their geographic location. There are

no geographic restrictions on who can use the Website and contribute to the Greenberg for Mayor campaign, ensuring the service is accessible to a global audience, subject to applicable laws and regulations.

### **3. User Representations And Warranties**

By making a Contribution to the Greenberg for Mayor campaign, Users affirm and warrant that:

- a. Users are legally eligible to make contributions as outlined in Clause 5: Campaign Finance Compliance and Required Disclosures.
- b. Users are not required to create an account and may contribute as guests.
- c. Contributions made are within the legally permissible Donation Limit set by Applicable Law.
- d. Users will comply with all campaign rules and relevant legal requirements when making Contributions.
- e. Users understand that any false or misleading information provided may result in legal consequences.
- f. Users agree to provide truthful, accurate, and complete information when making Contributions.

### **4. Contribution Terms And Payment Processing**

Contributions to the Greenberg for Mayor campaign can be made through the Website without the need for user registration or creating an account. Guest contributions are allowed and welcomed. All payments processed for contributions must be in compliance with the defined Donation Limits and are exclusively handled via Stripe, facilitating both credit/debit card payments and ACH/bank transfers. Users should ensure that their payment information is accurate and current to avoid any processing issues. In the event of a payment failure or a declined transaction, the contribution will not be accepted, and the user will be notified promptly. The Campaign Deputy, in conjunction with Stripe, oversees the secure and efficient processing of all donations to support Craig Greenberg's re-election campaign as Mayor of Louisville. For any questions or concerns regarding payment processing, contributors are encouraged to contact the campaign through [info@greenbergformayor.com](mailto:info@greenbergformayor.com).

### **5. Campaign Finance Compliance And Required Disclosures**

The Greenberg for Mayor campaign, under the guidance of the Campaign Deputy, ensures strict compliance with all relevant campaign finance laws and regulations (Applicable Law). As part of these compliance measures, the campaign will collect and retain detailed information from each User making a Contribution. Required donor information includes the donor's name, address, occupation, and employer, all of which must be provided before payment processing. This information is crucial for meeting legal requirements for campaign finance reporting and transparency.

Users should be aware that Contributions are capped at a maximum of \$2,200 per individual per election cycle, in accordance with Applicable Law. Contributions received from outside

Kentucky are permitted; however, all donors must adhere to the same reporting and disclosure requirements.

The campaign is committed to issuing refunds for any Contributions found to be ineligible under the law. Privacy provisions are in place to protect donor information while ensuring that all mandatory disclosures to regulatory authorities are properly fulfilled. By making a Contribution, the User acknowledges and consents to the collection, retention, and disclosure of their information as required by the Campaign Deputy to comply with Applicable Law.

## **6. Refund Policy**

This section outlines the circumstances and procedures under which Contributions may be refunded to the User. The Greenberg for Mayor campaign is committed to complying with all applicable laws and regulations. Consequently, refunds for Contributions will be issued under the following conditions: a. Ineligibility by Law: If a Contribution is found to be ineligible or non-compliant under federal, state, or local law, the Contribution will be refunded to the User. b. Duplicate Transactions: If a User accidentally makes duplicate Contributions, the excess amount will be refunded upon request. c. Errors in Processing: If there is an error during the processing of the Contribution, such as incorrect amounts charged or technical issues, the affected Contribution will be refunded. d. Unauthorized Transactions: Contributions made without the User's authorization will be refunded upon verification and proof of unauthorized transaction. Refund Procedures: To initiate a refund request, the User must contact the campaign via the contact information provided in Section 16: Contact Information, specifying the nature of the refund request and providing any requisite documentation. The campaign will review the request and process eligible refunds within 30 business days. Refund requests must be submitted within 90 days of the original Contribution date. Refund receipts will be issued as confirmation once the refund has been processed.

## **7. Receipts And Confirmation**

Users who make a Contribution to the Greenberg for Mayor campaign through the website [greenbergformayor.com](http://greenbergformayor.com) will not automatically receive a receipt or a confirmation email upon the successful processing of their Contribution. Handling of receipt issuance is not automated and must be requested by the User. To receive a receipt or confirmation of their Contribution, Users must contact the campaign team directly using the contact information provided on the website. Upon such a request, the campaign team will verify the Contribution and issue a receipt and/or confirmation to the User through the User's preferred communication method as indicated in the request. Please allow a reasonable processing time for the issuance of these documents.

## **8. Privacy And Data Collection**

This section elucidates the collection, usage, and protection of personal and contribution data from Users. When contributions are made through the Website, certain information including, but not limited to, the User's name, address, occupation, and employer, is required by the Campaign Deputy and collected in accordance with Applicable Law. This information is necessary for compliance with campaign finance reporting and is retained by the campaign as mandated by legal obligations.

The Campaign Deputy ensures that all collected donor information is handled responsibly and in compliance with privacy regulations. Neither the Campaign Deputy nor the campaign will share personal donor information beyond what is legally required for campaign finance reports. Additionally, the campaign will take all reasonable measures to protect this data from unauthorized access or disclosure.

By making a contribution through the Website, Users consent to the collection and use of their personal and contribution data as described in this section. Users will be informed about the specific purposes for which their information is collected and how it will be used.

In accordance with mandatory legal reporting requirements, certain information may need to be disclosed to regulatory agencies. However, the campaign will ensure that such disclosures are made in the most secure manner possible and only to the extent required by Applicable Law.

## **9. Security**

To protect the security of users' information and contributions, Greenberg for Mayor employs industry-standard security measures on our Website. All contribution payments are processed using Stripe, a trusted and secure payment processor. The campaign does not explicitly retain additional donor payment information beyond what is required for campaign finance reporting and as collected by the campaign deputy. Users' personal data and contributions are safeguarded against unauthorized access, destruction, loss, alteration, and misuse to the best of our ability. While no system can guarantee complete security, efforts are continually made to enhance the protection of our Users' information against evolving threats.

## **10. Prohibited Conduct And Contribution**

In order to maintain the integrity of the Greenberg for Mayor campaign and comply with Applicable Law, users must adhere to the following prohibited conduct and contribution guidelines. The user is prohibited from engaging in: a. Making Contributions that violate relevant legal eligibility criteria, as outlined in Clause 5: Campaign Finance Compliance and Required Disclosures, including but not limited to, contributions from foreign nationals or corporations. b. Contributing funds obtained illegally or engaging in fraudulent activities to make

Contributions. c. Using false information or impersonating another individual in the course of making a Contribution. d. Laundering money or attempts to disguise the origin of funds for Contributions. e. Making Contributions in excess of the legally allowed limits. f. Engaging in any conduct that interferes with the operation of the website [greenbergformayor.com](http://greenbergformayor.com), including hacking, denial of service attacks, or introducing malicious software. g. Attempting to gain unauthorized access to the campaign's data or that of other users. h. Using the platform to harass, threaten, or discriminate against other users or campaign staff. Any violation of these prohibitions may result in the contribution being rejected, refunded, or reported to the relevant authorities, as well as potential legal action.

## **11. Intellectual Property**

All content on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of Daniel Greenberg or its licensors and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The trademarks, logos, and service marks displayed on the Website are registered and unregistered marks of Daniel Greenberg and other respective owners. No individual or entity accessing the Website may use any such content, trademarks, or material without the express written consent of Daniel Greenberg or the applicable rights holder, except for personal and non-commercial use. Unauthorized use or reproduction of any such content, trademarks, or material can result in penalties, including but not limited to civil and criminal consequences. Users are also prohibited from modifying, distributing, transmitting, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling any content, trademarks, or information obtained from the Website without prior authorization.

## **12. Disclaimers And Limitation Of Liability**

The Campaign, including its officers, directors, employees, agents, and affiliates, disclaim any and all liability for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use of the Website or the services provided through Stripe for making contributions to the Campaign, to the fullest extent permitted by applicable law. The Campaign does not warrant that the Website or Stripe services will be uninterrupted, error-free, or secure, nor does it make any warranty as to the accuracy, completeness, and reliability of any information provided on the Website. Users acknowledge that their use of the Website and Stripe services is at their own risk, and they assume full responsibility for any loss or damage they may incur or cause while using these services. The Campaign's aggregate liability in connection with any claim arising out of or relating to the use of the Website or Stripe services shall not exceed the total amount of contributions made by the user to the Campaign through the Website.

### **13. Indemnification**

User agrees to indemnify, defend, and hold harmless the Campaign, its officers, directors, agents, employees, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with the User's actions or omissions while using the [greenbergformayor.com](http://greenbergformayor.com) website and contributing to the Campaign. This obligation to indemnify and hold harmless the Campaign includes any claims arising from User's breach of these Terms, violation of any law or regulation, or infringement of any third-party rights.

### **14. Dispute Resolution; Arbitration And Class Action Waiver**

By agreeing to these Terms, the User agrees that any disputes, claims, or controversies arising out of or relating to the Terms, the website, or the contributions made to the Greenberg for Mayor campaign shall be resolved exclusively through binding arbitration, rather than in court. This arbitration process shall be conducted under the rules of the American Arbitration Association (AAA) and will take place in the county where the User resides. The User also agrees to waive any right to a trial by jury or to participate in a class action lawsuit against Craig Greenberg or Greenberg for Mayor.

The arbitration shall be confidential and conducted by a single arbitrator. The arbitrator's decision shall be final and binding, and the arbitration award may be entered as a judgment in any court of competent jurisdiction. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. Neither the User nor Greenberg for Mayor shall be entitled to join or consolidate claims by or against other users, or to bring a claim as a representative member of a class or in a private attorney general capacity.

### **15. Changes To These Terms**

The Greenberg for Mayor campaign reserves the right to amend or update these Terms at any time. Any modifications or changes to these Terms will be posted on the website [greenbergformayor.com](http://greenbergformayor.com), and will become effective immediately upon posting. As a User, it is your responsibility to review these Terms periodically to ensure that you are aware of any updates or changes. Your continued contribution to the campaign after any modifications indicates your acceptance of the amended Terms. Should any amendment result in a material change to your rights or obligations, we will notify you through the email address provided at the time of your contribution or through a prominent notice on the website. If you do not agree to the modified Terms, you must stop contributing to the Greenberg for Mayor campaign.

## **16. Contact Information**

Users who wish to contact the Greenberg for Mayor Campaign may do so via email. For any payment-related questions or issues, or other inquiries pertaining to the Campaign, please reach out to us at [info@greenbergformayor.com](mailto:info@greenbergformayor.com). We will endeavor to respond to all inquiries promptly. The contact information provided is intended to ensure that Users have direct access to communicate with the Campaign regarding contributions, campaign updates, events, or any other relevant information.

## **17. Miscellaneous**

- a. Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable or, if such modification is not possible or permitted, shall be deemed severed from these Terms, and the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.
- b. Waiver: No failure or delay by the Campaign or any User in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
- c. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in the State of Kentucky.
- d. Entire Agreement: These Terms constitute the complete and exclusive understanding and agreement between the User and the Campaign with regard to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, warranties, or communications, whether written or oral.
- e. Amendments: Any modifications or amendments to these Terms must be made in writing and signed by authorized representatives of both the Campaign and the User, or as otherwise stated in Section 15 of these Terms.

Add signatures for all parties here