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# Privacy Policy & Terms of Use

(Last Updated: August 23, 2019)

We Promised (“WP”) understands our supporters’ concerns about the protection of their sensitive information online. Our Privacy Policy and Terms of Use is our policy regarding maintaining your personal information that we collect on our website, <https://wepromised.org>.

Our Privacy Policy will inform the reader in our practices regarding: how we collect, secure and retain our data. This also includes the Terms of Use of our website. By using our website, you agree to abide by our Policy. Our Policy applies anytime you are on our website – whether you are using your personal/work computers, mobile devices, etc.

By visiting our website, you are consenting to our organization’s collection of any information that you provide to We Promised in accordance with the terms and conditions of this policy. If you do not consent to our policy, please do not visit or use this website.

We collect and track information.

We Promised (WP) collects, secures and retain two types of information from our visitors: (i.) personal information that is provided when they submit any forms such as (contact, receive tutoring, volunteering or donating) (ii.) we also collect any data that is automatically collected from every visitor. We are not spying on any of our visitors, rather we are measuring the traffic on our website. The information that we collect and secure may include: name, address, phone number, e-mail address, DOB and grade level.

Additionally, if you contact us via email or chat, we may keep record of our conversations, including any information that you provide. We will **never** ask for social security numbers.

Once again, it is the visitor’s full decision to provide us with any information. You may decline to provide us with any information that we ask for and still visit our website. Although we respect your decision to withhold your information, we will not be able to provide full services. Additionally, without the necessary information, you may be unable to contribute to our charitable mission.

## Your Rights and Preferences

We fully honor your right to privacy. With that in mind, you should be aware of your rights with respect to the information that you provide to us.

Right of Access- your right to be informed of and request access to your personal information;

Right to Rectification – your right to request that we amend or update your information where is it inaccurate or incomplete;

Right to Erasure – your right to request that we delete your information;

Right to Restrict – your right to request that we temporarily or permanently stop processing all or some of your information.

Right to Object- your right to object to your information being processed for direct marketing purposes;

Right to Data Portability- your right to request a copy of your information in electronic format and the corresponding right to transmit that information for us elsewhere;

Right not to be Subject to Automated Decision Making- the right not to be subject to a decision based solely on automated decision making, including profiling, where the decision would have legal effect on you or produce a similarly significant effect.

You are entitled to exercise each of these rights with respect to your personal information at any time.

## **Your Information**

The information that you provide to us will be used for our charitable purposes and the purpose for which you provided it. Your consent to our Policy provides We Promised (WP) with the basis to collect, secure and retain your information.

We will not disclose any personally identifiable information to third parties, except (i.) to those who perform services for us including but not limited to, web hosting, credit card processing and other necessary services; (ii.) when we are required to comply with the law (iii.) to enforce our Policy; (iv.) to protect the rights and security of our website visitors and the public (v.) to respond to an emergency; (vi.) as otherwise stated on our Policy.

We use tracking data for several purposes, including but not limited to, reporting demographics and traffic patterns. These tracking purposes are for improving the website and its services.

We currently use:

**Google Analytics:** Google Analytics gathers information about how our visitors engage with our website, the number of visitors and more general visitor information. For further details please go to [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).

**Social Media Widgets:** We Promised uses social media tools which include the use of Facebook, Instagram and Twitter. These social media features are hosted by WIX or may be hosted directly on our website. Your interactions with our social media features are governed by the Privacy Policy of the social media company providing such services.

**PayPal:** We use PayPal to process our donations for our charitable mission. Data collected by PayPal is collected in the HubSpot database to help manage our relationship with our supporters.

It is important to know- We Promised cannot control or be held responsible for the third parties' privacy practices and content. If you click on a link to a third-party website, any information you provide will not be covered by our Policy. Please read PayPal's privacy policies to find out how they collect and process your information.

**How Your Information Is Protected.** We take reasonable precautions to protect your Information from loss, misuse or alteration. Your personally identifiable information is stored on our server and is not publicly accessible. Further, personally identifiable information is only accessed by our employees on a "need to know" basis. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Additionally, sensitive data such as credit card numbers are encrypted using SSL and other industry standard measures, to provide an additional level of security.

Please note that no system is fully secure. Therefore, we encourage you to take all appropriate security measures when providing us with information – such as using and limiting access to your credit card and banking information and access to your computers, personal electronic devices and web browsers.

**Retention and Deletion of Your Information.** We keep your Information only as long as necessary to support our charitable mission. As set forth above, you have various rights with respect to the retention of your Information, including, but not limited to, the right to request that we delete your Information (by writing to us at the physical address or email address supplied below). We will honor your request, unless we are legally allowed or required to maintain your Information – such as to (a) process any outstanding or unresolved charitable donation, (b) meet our legal, tax, audit or accounting obligations, (c) comply with legal process or court order, and/or (d) protect the rights, property, security or safety of We Promised (WP), Website users or the public; (e) respond to an emergency and/or (f) confirm your identity.

**Ownership of Content.** The Website includes a combination of content that we, our users and other third parties create (collectively, the "Content"). Except as noted on the Website, all of the Content available through the Website, including, but not limited to, written content, interface design and layout, photographs, graphics, images, illustrations, marks, logos, sound or video clips, software code and animation, is trademarked or copyright protected. Except as noted on the Website, you may not use, store, display, modify, reproduce, publish, transmit, participate in the transfer or sale of, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on the Website (including, for the avoidance of doubt, Content provided by our users) in whole or in part. If you would like to request permission to use any of the Content on the Website, please contact us at [info@wepromised.org](mailto:info@wepromised.org).

**Posting and Transmitting Content.** You are solely responsible for all materials, whether publicly posted or privately transmitted, that you submit, upload, e-mail, transmit or otherwise make available on the Website ("Your Content"). You represent and warrant that Your Content does not violate any right of any third party, including, without limitation, copyright, trademark, privacy or other personal or proprietary rights of any person or entity. You further represent and warrant that Your Content will not contain libelous or otherwise unlawful, abusive or obscene material (as determined by We

Promised (WP) in its sole discretion), or contain any computer virus or other malicious code that could in any way affect the operation of the Website or any computer that connects to the Website. You may not use false or misleading contact information, pretend to be someone other than yourself, or otherwise mislead We Promised (WP) or its service providers. You should be aware that Your Content may be read, collected or used by other Website visitors. We are not responsible for the third party use of Your Content. We have the right, but not the obligation, to remove any Content posted to the Website by users that may, in our sole discretion, violate this Policy or that is otherwise, in our sole opinion, objectionable.

**Grant of License.** You represent and warrant that you are the author of Your Content, that you own all intellectual property rights in and to Your Content and that no third party is entitled to any compensation or other payment in connection the exploitation by We Promised (WP) of Your Content. We Promised and its service providers will treat such content posted, transmitted or submitted by you as non-confidential and non-proprietary information. Upon posting, submitting or transmitting Your Content on or through the Website, you grant We Promised (WP) a worldwide, irrevocable, royalty-free, non-exclusive license, with the right to sublicense, use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for any and all purposes. Please do not send us or post any creative ideas or any other plans or proposals that you would like to keep confidential and proprietary. You agree that any information that you provide us will be covered by the license granted herein.

**Disclaimers.** We disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material submitted to or transmitted through the Website.

WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE, ANY CONTENT, OR ANY OF THE SERVICES, TOOLS OR PRODUCTS AVAILABLE ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE WEBSITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

**Limitation of Liability.** We Promised (WP) and its officers, directors, employees, agents, service providers, and licensors (collectively, the “We Promised Parties”) shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Website and services or resulting from any information or services obtained or messages received, or transactions entered through the Website or resulting from unauthorized access to or alteration of your transmissions of data, including but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law. If you are dissatisfied with any portion of this Website, or with this Policy, your sole and exclusive remedy is to discontinue using this Website.

**Compliance with the Law.** We reserve the right to disclose any Information to comply with any law, regulation, decree, judgment, order, subpoena or any other governmental order (“Order”) without any obligation to contest or verify the accuracy of such Order.

**Waiver of Jury Trial.** THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Injunctive Relief.** You acknowledge that any use of the Website except as expressly permitted by this Policy will cause irreparable injury for which monetary damages would not be sufficient, and you consent to entry of immediate and permanent injunctive relief with respect to such unauthorized use.

**Indemnification.** By utilizing the Website and/or submitting Your Content, you agree to indemnify, defend and hold the We Promised (WP) Parties harmless from and against any and all liability, losses, costs, and expenses (including attorneys’ fees) incurred by any We Promised (WP) Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of your use of the Website; any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you; Your Content; your connection to the Website; your violation of this Policy; or your violation of the rights of any other person or entity. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

**Termination.** We Promised (WP) may suspend or terminate any user’s access to all or part of the Website without notice or recourse, for any conduct that We Promised (WP), in its sole discretion, believes is in violation of any applicable law or of this Policy or is harmful to the interests of another user, a service provider, We Promised (WP) or its affiliates.

**Governing Law.** By visiting or using the Website and/or by submitting Your Content, you agree that the laws of the State of California, without regard to principles of conflicts of law, will govern this Policy and any dispute of any sort that might arise between you and We Promised (WP). You agree that any action at law or in equity that arises out of or relates to any use of the Website will be filed only in the state or federal courts located in California County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

**Children Under the Age of 13.** We are pleased when young people visit the Website to learn about, We Promised and how they can help. We are also concerned about the privacy protection of children who access the Internet, and we comply with the Children's Online Privacy Protection Act (COPPA). Accordingly, the Website is not intended for use by anyone under the age of 13 without the supervision of a parent or guardian, and we do not knowingly collect personally identifiable information from anyone under 13 years of age) without the consent of parent or guardian. If you are under the age of 13 (or otherwise under the applicable age limit of your country), please do not submit any personally identifiable information to us. You may rely on your parent or guardian to assist you. If you are a parent of a child under the applicable age limit for consent in your country and become aware that your child has provided Information to us, please contact us by email at [info@wepromised.org](mailto:info@wepromised.org) so that we can either (a) gain your consent to the collection of the Information or (b) receive your instructions to delete the Information. If we learn that we have collected Information from a child without the consent of a parent or guardian, we will take all reasonable steps to delete the Information in the absence of contrary written instruction from such parent or guardian.

**How You Can Update or Correct Your Information and Contact Us.** You can contact us at any time by the e-mail address provided below if you have any questions or concerns regarding the website or this Policy, or wish to seek access to, update, correct, or delete your Information.

[info@wepromised.org](mailto:info@wepromised.org)