

## EFFECTIVE DATE

The Effective Date of this Privacy Statement is October 22, 2020.

## PRIVACY AND COOKIE STATEMENT

This website (the "Website") is published and maintained by Emergency Assistance Foundation, Inc. ("The Foundation," "we," or "us"), which has created this Privacy and Cookie Statement (the "Privacy Statement") in order to demonstrate our firm commitment to the privacy of our donors, users, Fund Partners, and community partners who may visit this Website, register, donate, or submit an online grant application. This Privacy Statement describes the collection, use, disclosure, transfer, and storage of personal information obtained by The Foundation on or through this Website in connection with the operation of all administered Relief Funds, and not where you provide information to The Foundation by fax, telephone, or other methods. This Privacy Statement is incorporated into, and is an integral part of, the Website Terms of Use, which governs your use of this Website. You can read our Terms of Use by [clicking here](#). The term "personal information" is information about an identifiable individual, as defined by applicable law. For purposes of Mexican law, sensitive personal information is information which can lead to discrimination or risk to individuals, such as information regarding you and your family members' situation caused by a disaster or personal hardship.

If you want to receive this Privacy Statement translated into Spanish, please contact us at the address provided below. *Si desea que esta Declaración de privacidad se traduzca al español, contáctenos a la dirección que se indica a continuación.* By using this Website, you agree to all of the terms of this Privacy Statement. If you do not agree with any term in this Privacy Statement, please do not use this Website. This Privacy Statement may change at any time; any changes will be posted on this page. Any changes or updates will be effective immediately upon posting to this Website. Under certain circumstances, we may also elect to notify you of changes or updates to our Privacy Statement by other means, such as posting a notice on the front page of this Website or by sending you an e-mail. By using this Website or by registering as a user, you agree to notification by any of these methods and that your further use of the Website shall constitute acceptance of those changes or updates.

Should you have additional questions, comments, or concerns please contact:

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## WHAT INFORMATION WE COLLECT AND HOW WE USE AND SHARE IT

### Donations

If you choose to make a donation to a Relief Fund via credit or debit card, PayPal will collect certain information such as your name, credit or debit card information, telephone number, billing address, email address, and country of residence. PayPal also may collect information through automated means such as cookies and information from your computer, mobile phone, or other device used to make the donation, as explained in the Privacy Policy for PayPal Services available on PayPal's website. You are responsible for viewing and abiding by the privacy policies of PayPal. For more information about how PayPal uses your personal information, please go to [www.paypal.com](http://www.paypal.com) and review their Privacy Policy. The Foundation reserves the sole right to use other alternative service providers for similar purposes. See also "External Links" below.



## Registration

If you decide to submit a cloud-based grant application to a Relief Fund, you will first need to register. In connection with this registration process, The Foundation or Survey Monkey through their platform (hereafter "Grant Application Platform") will obtain certain information from you such as your first and last name and email address. You will also be required to create a password. The Foundation will use this information in part to process your registration and communicate with you. If information is collected through the Grant Application Platform, Survey Monkey will share such information with The Foundation in connection with administering the Relief Fund. For more information about how the Grant Application Platform uses your personal information, please go to [www.surveymonkey.com](http://www.surveymonkey.com) and review their Privacy Policy. The Foundation reserves the sole right to use other alternative service providers for similar purposes. See also "External Links" below.

## Grant Application

If you submit a grant application online, The Foundation or the Grant Application Platform will obtain certain information from you such as your first and last name, phone number, physical address, birth month and birth day, email address, and other information that you provide in the grant application forms, including whatever you choose to disclose about your personal information and any personal information about your family members or other eligible dependents. The Foundation or the Grant Application Platform will also obtain information about your emergency hardship situation and your finances. If information is collected by the Grant Application Platform, it will share such information with The Foundation. The Foundation or the Grant Application Platform will use the information you provide to assess and process your grant application for financial assistance from a Relief Fund. By submitting a grant application, you agree and represent that: 1) you have informed every adult or child that you are submitting a grant application and that the grant application contains personal information about them; 2) you have the legal right to disclose all personal information of any minor under the age of consent and you are the parent or legal guardian of any such minor; and 3) you have the express and written authorization of adults whose personal information is included in your grant application for the collection, use, transfer, and storage of their personal information.

## No Personal Information from Children

We do not knowingly collect or use any personal information from individuals under the age of 18 unless it is provided by or with the affirmative consent of the parents/legal guardians of those minors. If we become aware that any such information has been provided or submitted to us without parental consent, we will delete the information as soon as practicable.

## Charitable Class Verification

You will provide certain information (e.g. your legal name, birth month and date, and the date of your grant application) when submitting a grant application in order to allow The Foundation to verify that the applicant is a member of the Charitable Class with a Relief Fund sponsor, as required by policies and regulations. If we are using a third-party service provider, such provider will share this information with us. You expressly consent to this information being shared with your employer in order to verify your Charitable Class status. Neither the Foundation, the Relief Fund sponsor, nor the Grant Application Platform shall be held liable for the use of such information by the employer.



## Other Purposes

The Foundation, the Relief Fund sponsor, or the Grant Application Platform may use your personal information to communicate with you about and follow up with your grant application, to protect against, identify, and prevent fraud and other unlawful activity, claims, and other liabilities arising out of or in connection with your grant application.

## USE OF IP ADDRESSES AND COOKIES

The Foundation may automatically receive information about your system, device, network, and grant application software. This includes technical information, such as your IP address, the type of browser you are using, the date and time of your visit, the web page you have visited immediately prior to visiting this Website, device identifier, device model, operating system, and language set.

Cookies or other similar technologies may also be used in connection with this Website. Cookies are small files that store certain data on a device or computer. We may use both session and persistent cookies on this Website. Cookies, pixel tags, web beacons, or similar technologies may be used on some of our Website pages and HTML-formatted email messages to, among other things, enhance your experience as a user. We may also use these technologies for security purposes, to facilitate navigation, to display information more effectively, and to better serve you with more tailored information, as well as for Website administration purposes (e.g. to gather statistical information about the usage of our Website in order to continually improve their design and functionality; to understand how users use our Website; and to assist us with resolving questions regarding use of the Website). You can choose to refuse all cookies, or to be prompted before a cookie is saved to your hard drive, or to only accept cookies from certain websites that you designate. By refusing to accept cookies from this Website, you may not be able to use some of the features and functionality available on this Website. Instructions for blocking cookies in other browsers are available at <http://www.allaboutcookies.org>.

Any or all of these activities with regard to this Website usage information may be performed on our behalf by our service providers.

## DO NOT TRACK DISCLOSURE

Do Not Track is a privacy preference that users can set in some of their web browsers. This Website does not respond to Do Not Track signals. Third parties may collect personally identifiable information about your online activities over time and across different websites when you use this Website.

## SECURITY

The Foundation implements reasonable security measures to protect against the loss, misuse, and alteration of the information under The Foundation's control. However, due to the inherent nature of the Internet as an open global communications vehicle as well as Wi-Fi, neither The Foundation nor a Relief Fund can guarantee that information, during transmission through the Internet, via Wi-Fi, or while stored on systems or otherwise will be absolutely safe from intrusion by others, such as hackers. You can reduce these risks by using common sense security practices such as using up-to-date antivirus software, continually updating your operating system software to apply all security patches, using the most recent



browser versions, not using public access Wi-Fi, and being aware of “Phishing” attacks which are attempts to steal your personal identity data and financial account credentials. “Phishers” use “spoofed” e-mails to lead consumers to counterfeit websites designed to trick recipients into divulging information such as credit card numbers, account usernames, and passwords.

You are exclusively responsible for maintaining the strict confidentiality of your account password, and you shall be responsible for any access to or use of the Website by you or any person or entity using your password, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

## Mobile Devices

You may be visiting this Website from your mobile device. Certain mobile service providers uniquely identify mobile devices, and we or our third-party service providers may receive such information if you access the Website through mobile devices. Furthermore, some mobile phone service providers operate systems that pinpoint the physical location of devices that use their service. Depending on the provider, or our third-party service providers may receive this information.

## OTHER WAYS YOUR INFORMATION IS SHARED

Neither the Foundation nor a Relief Fund sponsor shall sell, trade, or otherwise transfer your personal information to third parties except as described in this Privacy Statement. The Foundation may disclose your personal information to third-party service providers who perform services for the Foundation based on the Foundation’s instructions, including service providers used for employee verification and authentication purposes, processing of donations and grant applications, and storing your registration and grant application information. The Foundation does not authorize these service providers to use or disclose the personal or sensitive information except as necessary to perform services on its behalf or comply with legal requirements. Notwithstanding, you agree and acknowledge that neither the Foundation nor a Relief Fund sponsor shall be held liable for any action or omission, negligence or imprudence by these service providers when they process, store or use your personal information.

In addition to other disclosures described in this Privacy Statement, The Foundation will also provide the Relief Fund sponsor with aggregated information in the form of reports, including reports of where grants were issued (e.g. country, state) and the total amount of grant monies awarded under the various categories for assistance (e.g. disaster relief, medical emergency, etc.). In connection with these reports, the Relief Fund sponsor will in most circumstances not receive information from The Foundation that would allow the Relief Fund sponsor to identify you or to connect you with any particular distressing event or circumstance. However, it is possible that the Relief Fund sponsor could identify you in certain limited circumstances (such as where you were the only recipient of a grant in your territory). You may choose, however, to share with the Relief Fund sponsor your story and information regarding the grant you received, in which case the Relief Fund sponsor may obtain your name, email address, phone number, grant amount, grant date, and/or other information you may provide to the Relief Fund sponsor.



## Legal and Other Similar Purposes

In addition, The Foundation may share your personal information with third parties to protect against, identify, and prevent fraud and other unlawful activity, claims, and other liabilities, and to comply with and/or enforce applicable legal requirements such as governmental orders, court orders, subpoenas, to protect public health national security, order or third party rights, or to protect security and public health. The Foundation may also disclose your personal information when it believes disclosure is appropriate to enforce The Foundation's policies, or protect other's rights, property, and/or safety.

## EXTERNAL LINKS

This Website may contain links to other external websites such as PayPal and the Grant Application Platform by Survey Monkey (each a "Linked Site"). If you use these links, you will leave this Website. This Privacy Statement does not address, and The Foundation and the Relief Fund sponsor are not responsible for the privacy, information, or other practices of any such Linked Sites, including any third party operating any site to which this Website contains a link. Linked Sites may have their own privacy notices/policies and website terms of use, which we strongly suggest you review. You are responsible for viewing, understanding, and abiding by the privacy policies and terms of use posted on any Linked Site.

## ACCESS RIGHTS

To the extent permitted by applicable law or regulation you may contact us as indicated above if you would like to see the personal information we hold about you. We will collect, use and disclose personal information in accordance with law, including user rights to access, correct, or suppress personal data under applicable national law.

## CROSS-BORDER TRANSFERS OF YOUR PERSONAL INFORMATION

Your personal information may be collected, stored and processed in, and transferred to, countries other than the country in which the information originally was collected or where you reside, including in or to Canada, the United States, and/or other territories. Those countries may not have the same data protection laws as the country in which you initially provided the information, and your personal information may be accessible to law enforcement and regulatory authorities in such jurisdictions, according to the applicable law of such jurisdictions.

## RETENTION PERIOD

The Foundation will retain your personal information for a period as required by regulations and for the purposes indicated in this Privacy Statement.



## WEBSITE TERMS OF USE

### LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE FOUNDATION OR A RELIEF FUND, THEIR AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, OR AGENTS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE CONTENT, MATERIALS, AND FUNCTIONS RELATED THERETO, THE PRODUCTS OR SERVICES AVAILABLE ON THE SITES, YOUR PROVISION OF INFORMATION VIA THIS WEBSITE, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF DATA, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. THE FOREGOING LIMITATIONS SHALL NOT APPLY IN THE EVENT OF A PROTECTED ENTITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Furthermore, The Foundation and the Relief Fund disclaim all liability for any tampering with the Internet user's computer system by unauthorized parties. In this regard, you are expressly reminded of the risk of viruses, and the possibility of targeted attacks by hackers. You can reduce these risks by using common sense security practices such as using up-to-date antivirus software, continually updating your operating system software to apply all security patches, using the most recent browser versions, and not using public access Wi-Fi. As a rule, the opening of any e-mail from an unknown source as well as any unexpected attachment to an e-mail message should be avoided.

### NO REPRESENTATION OR WARRANTIES

THE WEBSITE IS DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOUNDATION AND A RELIEF FUND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF USEFULNESS, AVAILABILITY, UPTIME, ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE OR THE SERVICES, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THERE IS NO GUARANTEE THAT YOUR GRANT APPLICATION WILL BE APPROVED.

### APPLICABLE LAWS

These Terms and Conditions are governed by the laws of the United States and the State of Florida without regard to its conflict of law provisions. Notwithstanding the foregoing, you are responsible for complying with the laws of the jurisdiction from which you are accessing the Website and you agree that you will not access or use the information on the Website in violation of such laws.



## CALIFORNIA CONSIDERATIONS

If you reside in California, our use of your information is governed by California law, including the California Privacy Protection Act (CCPA). This section applies only to California residents.

### Personal Information Collected and Purposes of Use

We collect and use information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, to you or your devices when you visit our Websites, provide us your personal information, or have a contractual or business relationship with us or any of our customers (hereafter "Personal Information").

We collect Personal Information for the purposes identified in the section above called: "What Information We Collect and How We Use and Share It." We may have shared your Personal Information with the categories of third parties identified in the same section above.

Unless specifically stated, we do not share, disclose, or sell personal information to third parties for their use, but we do share your personal information with our trusted partners to support our business. In these arrangements, the use of the information we share is limited by policies, contracts, or similar restrictions.

### Your Privacy Rights Under California Law

Californians have the following rights regarding our collection and use of your personal information. We may ask you to provide additional information to verify your request. Californians have the right to request the information regarding the personal information we have collected, sold, or disclosed about you. This policy explains the:

- Categories of personal information collected about you, and sources from which collected;
- Our purpose for collecting personal information;
- Categories of third parties with which the personal information was shared;
- Specific pieces of personal information collected about consumers;
- Categories of your personal information sold in the preceding 12 months;
- Categories of third parties to whom your personal information has been disclosed; and
- Categories of personal information that we disclosed about consumers for a business purpose.

If this Policy does not answer your questions, then you have the right to contact us and request further information on each of these topics.

### Right to Opt-Out

Californians have the right to opt-out of sharing or disclosure of your Personal Information. If you wish to opt out of the limited data we share with our trusted partners to assist in the grant making process, e-mail



[info@emergencyassistancefdn.org](mailto:info@emergencyassistancefdn.org) with "Request to Opt-Out of Data Sharing" in the body and subject line of the email.

## Right to Request Deletion

Californians have the right to request that we delete the personal information we have about you. However, we are not required to delete information if it is necessary to retain your information to:

- Complete the transaction for which the personal information was collected, provide a good or service requested by you, or a transaction reasonably anticipated within the context of our or one of our affiliate's ongoing business relationship with you, or to otherwise perform a contract we have with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity or prosecute those responsible for that activity.
- Debug to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
- Facilitate solely internal uses that are reasonably aligned with your expectations based on your relationship with us or one of our affiliates.
- Comply with a legal obligation.
- Otherwise use the personal information, internally, in a lawful manner that is compatible with the context in which it was provided.

## Contact Us

You can contact us with questions about this Privacy Notice for California Residents or to exercise your rights as described in this Notice.

Telephone number: [\(866\) 308-7838](tel:8663087838)

Email: [info@emergencyassistancefdn.org](mailto:info@emergencyassistancefdn.org) with "Request for California Privacy Information" in the body and subject line of the email

