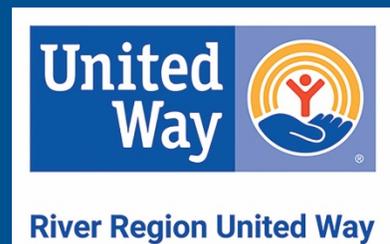
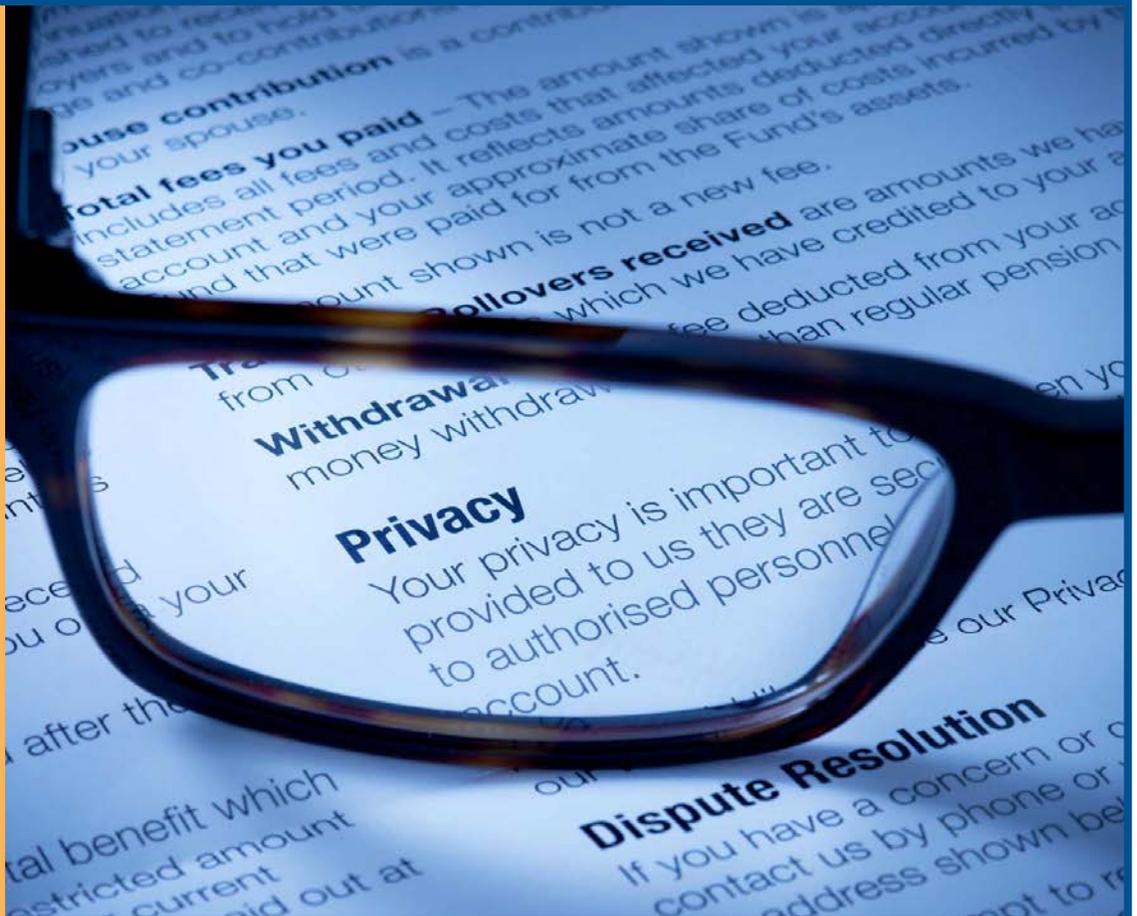


# River Region United Way

## Privacy Policy and Terms of Use



# Privacy Policy

Effective Date: August 22, 2018

## Our Commitment to Our Donors and Their Privacy

The River Region United Way (“RRUW”) values the trust donors and other stakeholders place in our organization. Your privacy is our priority and we thank you for your confidence in us and promise to protect both your charitable investment and your personal information in keeping with the highest ethical standards and industry practices.

This Privacy Policy (“Policy”) describes our practices with information that we (or our service providers) collect from a user (sometimes referred to as “you” or “your”); both online and offline, on any Platform (“Platform”, includes the RRUW website) or through any medium including electronic, written and oral communications; for donors, volunteers, and other constituents as well as visitors (“Visitor”) to our website, [www.rruw.org](http://www.rruw.org) (“Site”).

## The Information We Collect

If you choose to give to United Way, you complete a pledge form that asks you to provide us with your name, address, e-mail address and pledge information. United Way will not rent, trade, sell, or share any information about its donors.

## Access to the Information

United Way employees who may access your information in order to perform pledge processing and administrative functions are prohibited from disclosing your information to third parties. Organizations that provide operational or other support services to us must also agree to safeguard your information in strict compliance with our privacy policy.

Why do we collect this information? Your relationship with United Way is voluntary and confidential. We use your information to send you acknowledgement of your gift and information we think you may find of interest about United Way. If you do not wish to receive such communications, you may let us know at any time by contacting United Way.

## Our Commitment to Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place procedures to safeguard and secure the information we collect. Firewalls prevent outside parties from accessing our database and internal United Way access to the database is restricted to authorized individuals.

## Our Pledge

RRUW will not sell, share or trade our donors' names or personal information with any other entity, nor send mailings to our donors on behalf of other organizations other than as outlined elsewhere in this Policy or as a routine part of a donor's other engagement with United Way. To the extent any donations are processed through a third-party service provider, our donors' information will only be used for purposes necessary to process the donation.

## Privacy of Children

"Personally Identifiable Information" ("PII") is information that tells us who you are, such as name, physical address, and e-mail address, and any other information the Site collects that is defined as personal or personally identifiable under an applicable law.

No one under the age of 13 may provide any PII on the Site, and RRUW does not intentionally collect PII from children who are under the age of thirteen on our Site. If RRUW learns that PII has been collected or received from a child under the age of 13 on our Site, it will delete that child's personal information from its files and the Site, in accordance with the federal Children's Online Privacy Protection Act of 1998.

## Information We Collect

RRUW will collect PII from Visitors on the Site only if they voluntarily submit such information. Visitors can refuse to supply PII, but it may prevent them from engaging in certain Site related activities and limit their ability to use the Site. When you interact with us through the Site, we may collect information from you as described below:

### *a. Information You Provide*

Some elements of the Site may ask you to submit Personal Information in order for you to benefit from the specified features or participate in a certain activity, such as newsletter subscriptions or donation processing. For example, if you register for an account on the Site, we may request Personal Information such as your name and contact information. If you make a donation on the Site, we will collect your credit or debit card or other financial account information. When you perform a search within the Site, RRUW may record information identifying you or linking you to the search performed and record information related to the search request. We may combine information you submit through the Site with other information we have collected from you, whether on-line or off-line. We treat the combined information in accordance with this Privacy Policy.

### *b. Sensitive Information*

Unless we specifically request or invite it, we ask that you not send or otherwise disclose to us your racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background, or trade union membership. In those cases where we may request or invite you to provide the foregoing information, we will only do so with your express consent, in accordance with applicable data protection

law requirements. Where you provide us with such information without request from RRUW, we reserve the right (but do not have any obligation) to erase any such information at our discretion.

*c. Passive Information Collection, Use, and Choices*

As you navigate the Site, certain Personal Information may be passively collected, meaning it is gathered without your actively providing it. This is done using the following techniques in the following ways:

- IP Addresses: An IP address is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our Site, we may view the IP address of the device you use to connect to the Internet. We may use this information to determine the general physical location of the device and understand from what geographic regions our website visitors come. We may also may use this information to enhance our Site.
- Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type and operating system type and version screen resolution, and Internet browser type and version.
- Social Media Widgets: Our Site may include social media tools, including social media widgets or plug-ins, to connect you to your social media accounts. These features may set a cookie or use other automatic collection and tracking technologies to collect information about you and your use of the social media features through and in connection with our Site. These social media tools may be hosted by a third party. Your interactions with these tools and the corresponding social media platforms are governed by the privacy policies of the companies that provide such platforms.
- Cookies: Like many companies, our Site may use “cookies” to help make sure the Site is meeting the needs of its users and to help us make improvements. Cookies are bits of text that are placed on your computer’s hard drive when you visit certain websites. We may use cookies set by us on the Site to tell us, for example, whether you have visited us before or if you are a new visitor. We use third-party cookies set by our service providers, OneEach Technologies and/or Google Analytics, to collect information about how visitors use the Site, including how long you spend on each page, and how you got to the Site. We do not use data collected by cookies to identify who you are. We do not allow OneEach Technologies and/or Google to use or share our analytics data. By accepting this policy, you consent to the processing of your data by OneEach Technologies and/or Google.

You can visit <https://www.google.com/analytics/learn/privacy.html> to learn more about Google Analytics’ use of cookies.

You can refuse our use of some or all cookies by turning off the use of cookies in your web browser. If you use your browser settings to block all types of cookies you may not be able to access all or parts of our Site or functionality may be limited. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. Changing your internet browser settings can prevent the use of cookies. Each browser has a different procedure for disabling the use of cookies.

## How We Use the Information We Collect

We use Personal Information submitted by you or otherwise collected through the Site and through other sources for the purposes described in this Privacy Policy and as otherwise described to you at the point of collection. Generally, we use the information you provide to us for the reason for which it was provided. For example, if you sign up to receive email notifications, we will contact you by email. If you provide us with information to make a donation, we will use the information to process your donation. Specifically, we may use Personal Information from or about you:

- to respond to your inquiries and to send you information that you request and to process your donations;
- to send you important information regarding our relationship with you or regarding the Site, changes to our terms, conditions, and policies, and other administrative information;
- to notify you about upcoming events and donations;
- to promote our products and services, and the products and services of our affiliates;
- if you choose to complete a survey, we may use the information for purposes of evaluating your feedback from the survey; and
- if we intend to collect and use Personal Information for another purpose, we may seek your permission at the time the information is collected.

We may use any information that does not personally identify you, your computer, or your device, for any purpose.

## Our Disclosure of Your Information

RRUW does not sell your Personally Identifiable Information. We may share your PII with third parties only as described in this Privacy Policy or as otherwise described at the point where we collect the information from you, including:

- to our affiliates and other United Way organizations for the purposes of processing a donation or other activities described in this Privacy Policy; and
- to the companies or individuals that we hire to provide services to us, such as website hosting services and payment processing.

## Uses and Disclosures to Comply with Laws

In addition, we use and disclose PII collected through the Site as we believe to be necessary or appropriate:

- under applicable law, including laws outside your country of residence;
- to comply with legal process;
- to respond to requests from public and government authorities, including public and government authorities outside your country of residence;
- to enforce our terms and conditions;
- to protect our operations or those of any of our affiliates;

- to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and
- to allow us to pursue available remedies or limit the damages that we may sustain.

## Links to Third Party Sites

The Site may contain links to other web sites for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on this Site, any information you disclose on that website is not subject to this Privacy Policy. It is possible that these links may be used by third parties or others to collect personal or other information about you. RRUW is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites. RRUW does not control these third parties' use of cookies, collection of information, or how they manage such information. It is solely your obligation to review and understand the privacy practices and policies of these other websites, advertisers and any third parties.

## Where Your Information is Processed

RRUW is based in the United States, located in the State of Alabama. No matter where you are located, your PII will be collected and processed in the United States. The laws of the United States and other countries governing data protection may not be as comprehensive or as protective as the laws in the country where you live.

## Security

RRUW will take reasonable steps to protect the information collected and provided via the Site from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, you should understand that no transmission over the Internet is ever fully secure. Also, RRUW uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. RRUW will use reasonable efforts to minimize such disruption where it is within its reasonable control.

## Data Retention

We generally retain Personally Identifiable Information for so long as it may be relevant for the purposes identified in this Privacy Policy, unless a longer period of time is required by law.

## Lawful Basis for Processing Your Personal Information

The laws in some countries (i.e., the General Data Protection Regulation) require us to tell you about the lawful grounds we rely on to collect, use, disclose, and otherwise process your Personally Identifiable Information. To the extent those laws apply, our lawful basis for processing your Personal Information is in support of our legitimate interests, where those interests are not overridden by your fundamental

rights and freedoms: In many cases, we handle Personal Information because it furthers our legitimate business and charitable interests. This includes:

- Providing a safe user experience on our Site;
- Customer service;
- Sending communications to you to let you know about what we are doing with your donations and to solicit additional donations;
- Protecting users, our workers, and our property;
- Analyzing and improving our operations (e.g., optimizing the design and operation of our Site); and
- Managing legal issues.

This Privacy Policy is issued on behalf of River Region United Way as controller of your Personal Information under applicable data protection laws. A “controller” is the person or organization who alone or jointly determines the purposes for which, and the manner in which, any Personal Information is, or is likely to be, processed.

## Your Data Rights and Choices

You can opt-out of the use of certain cookie-related processing by following the instructions in Section (c) above ([Information We Collect](#) - Passive Information Collection, Use, and Choices).

If you are within the European Union, you have the following rights:

- You have the right to request from RRUW access to your personal data, and the rectification of inaccurate personal data concerning you.
- You have the right to obtain from RRUW the erasure or the restriction of processing of your personal data in certain circumstances, including when the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, except when RRUW is required by law to maintain or otherwise process your personal data, for the establishment, exercise, or defense of legal claims, or for the protection of the rights of another person. You may exercise these rights by contacting RRUW using the contact information provided below.

If you would like to submit a data access, correction, restriction, or deletion request, you can do so by contacting us at [webmaster@rruw.org](mailto:webmaster@rruw.org) and we will process such request with respect to any Personally Identifiable Information that we are able to link to you individually based on the information that you can provide to us. These rights and options that you have with respect to Personally Identifiable Information are subject to limitations and exceptions under applicable law.

## Right to Change Privacy Statement

RRUW reserves the right at any time to modify, alter, or update this Privacy Policy. Your use of the Site following any changes means that you agree to follow and be bound by the Privacy Policy as changed, subject to limitations under applicable law. Any change to this Privacy Policy shall be effective as to any user who has visited the Site before the change was made. Please review this Policy periodically, and especially before you provide any Personally Identifiable Information to us. The Privacy Policy was last updated on the date indicated above.

## Contacting Us

For questions about this website, please contact us at [webmaster@rruw.org](mailto:webmaster@rruw.org)

If you have any questions about United Way's privacy policies or practices, please contact:

Julie Greene, Chief Operating Officer

E-mail: [jgreene@rruw.org](mailto:jgreene@rruw.org)

Phone: 334.323.2501

Mail to: River Region United Way

P.O. Box 868

Montgomery, AL 36101



**River Region United Way**

# Terms of Use



River Region United Way

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING THIS WEBSITE, CURRENTLY LOCATED AT WWW.RRUW.ORG (THE "SITE"), WHICH IS OWNED BY THE RIVER REGION UNITED WAY ("RRUW"). THE TERMS OF USE BELOW GOVERN ANY USE BY YOU OF THIS SITE.

BY SIGNING ON AND USING THIS SITE, YOU SPECIFICALLY AGREE TO AND ACKNOWLEDGE THE FOLLOWING:

1. **Downloading.** You may download textual material from this Site for your own personal, non-commercial use only, provided you do not modify the materials and keep intact all copyright and other proprietary notices. You may not further distribute or display such materials for any purpose.

2. **Disclaimer of Warranties.** THIS SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH REGARD TO THE SITE AND ITS CONTENT, RRUW DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RRUW DOES NOT WARRANT THAT THE CONTENT IS COMPLETE OR ACCURATE, THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY CONTENT IS FREE OF DISABLING DEVICES (AS HEREINAFTER DEFINED). "Disabling Device" is defined as any software, document, message or other material which contains a computer virus, worm, trojan horse, time bomb or other device which may erase, scramble, lock or disable computer software or equipment or may prevent users from using a website or any other item of hardware or software.

3. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL RRUW BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE OR CONTENT CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION, USE OF OR RELIANCE ON THE CONTENT, INTERRUPTIONS, ERRORS, DEFECTS (BOTH PATENT AND LATENT), MISTAKES, OMISSIONS, DELETION OF FILES, DISABLING DEVICES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF CONTENT, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE, EVEN IF RRUW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Jurisdiction.** RRUW operates and controls this Site from its offices located in the state of Alabama in the United States. RRUW makes no representation that materials in the Site are appropriate or available for use in other locations. If you choose to access this Site outside of the state of Alabama through your own initiative, you are responsible for compliance with all applicable laws.

5. **Privacy.** RRUW may use any personal data and information submitted by you during your use of the Site for RRUW's internal use relating to the purposes for which you submitted such data, including but not limited to processing pledges, internal traffic monitoring and usage monitoring. RRUW will not sell, share or trade our donors' names or personal information with any other entity, nor send mailings to our donors on behalf of other organizations other than as outlined elsewhere in our Privacy Policy or as

a routine part of a donor's other engagement with United Way. To the extent any donations are processed through a third-party service provider, our donors' information will only be used for purposes necessary to process the donation. Notwithstanding the foregoing, any personal information posted by you on the Site is at your own risk.

6. **Security.** Security for the Site is provided by SSL (Secure Sockets Layer) which is the standard security protocol for establishing encrypted links between a web server and a browser in an online communication. Our usage of SSL technology ensures that all data transmitted between the web server and browser remains encrypted. This Site uses a secure payment gateway to transmit your financial information to our credit card processor. At no time is any financial information stored on this website for your protection.

7. **Status of Donations.** Although RRUW is a non-profit, charitable organization, it cannot offer individual advice concerning the financial and/or taxable status of donations. You should consult your personal financial or tax advisor for such advice.

8. **Third Party Content and Trademarks.** The Site may contain content supplied by third parties. Any opinions, advice, statements, services, offers, or other promises, representations or warranties contained in such third party content are those of the respective author(s) or distributor(s) and not of RRUW. The RRUW Logo and the 211 Logo are trademarks, service marks and registered trademarks or service marks of RRUW. Other product and company names found on the Website may be the trademarks of third parties.

9. **General.** Any user may opt-out of receiving content from RRUW at any time. RRUW shall have the right at any time to change or discontinue any aspect or feature of the Site, including, but not limited to, content, hours of availability and equipment and/or software required for access or use of this Site. RRUW may also change the terms of use set forth in this Agreement and any subsequent use of the Site by you constitutes your agreement to such changed terms of use. Any rights not expressly granted herein are reserved to RRUW.

10. **Other.** This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama, without giving effect to any principles of conflicts of law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

Reviewed by Finance Committee on August 16, 2018  
Approved by RRUW Board on August 22, 2018  
Approved by RRUW Board on August 22, 2018



River Region United Way