



# PRIVACY POLICY & TERMS OF USE

*(Last Updated: May 25, 2018)*

Pencils of Promise, Inc. (“PoP”, “we”, “us” or “our”) shares your concern about the protection of your personal information online. This Privacy Policy and Terms of Use (“Policy”) is our policy regarding maintaining the privacy of personal information we collect online and regarding our content and online relationship with you in connection with our online properties, including, without limitation, [www.pencilsofpromise.org](http://www.pencilsofpromise.org) (the “Website”).

This Policy describes the privacy practices we undertake, the data we collect, how we secure that data, and how long we retain that data. It also includes the terms of use governing the Website. By using the Website, you agree to abide by the terms of this Policy. This Policy applies regardless of how you access our Website – whether by personal computers, mobile devices or otherwise.

The General Data Protection Regulation (“GDPR”) is a European Regulation concerning the use and processing of personal information. We are committed to processing your information in compliance with the GDPR upon its effectiveness on May 25, 2018.

BY VISITING THIS WEBSITE, YOU CONSENT TO OUR USING ANY INFORMATION THAT YOU PROVIDE TO US OR THAT WE COLLECT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT VISIT OR USE THIS WEBSITE.

**Information We Collect and Track.** PoP collects and retains two types of information about Website visitors: (i) personal information that individual visitors provide when interacting on the Website, or voluntarily at certain other points (such as via forms or e-mails); and (ii) tracking data, which is automatically collected from every Website visitor, (collectively, “Information”). The Information that we gather may include your name, address, telephone number, e-mail address, birth date or other elements of personal information.

In addition, if you contact us, we may keep a record of your correspondence, including any Information contained therein.

It is up to you whether or not you want to provide us with Information. When we ask you to provide Information, you can decline and still visit the Website to learn more about us and what we do. However, if you choose not to provide Information to us, you may be unable to contribute to our charitable mission.

We also use a third party to gather information on how you and others are using the Website. By using this service we are able (for example) to see how many people visited a given page or clicked on a given link. We use tracking pixels to serve ads through third party network services to people who have visited our Website (“Retargeting Ads”). The tracking pixel is a piece of JavaScript code for our website that enables us to measure, optimize, and build audiences for our marketing campaigns. The tracking pixels allow us to track actions users take after viewing our ads across multiple devices, including mobile phones, tablets and desktop computers and will continue to monitor the actions they take after clicking on our ad. To learn more about related practices or how to opt-out from receiving retargeted advertisements and remove tracking technologies from your device, please visit:

- Network Advertising Initiative
- Digital Advertising Alliance
- Interactive Advertising Bureau

The tracking data we record includes, without limitation, Information regarding the number and frequency of users to the Website, the websites that users access before and after they visit the Website, the

Internet software used by our users to access the Website, and our users' IP addresses and Internet service providers.

**Your Rights and Preferences.** We are committed to honoring your right to privacy. With this in mind, it is important that we inform you of certain rights available to you with respect to the Information that you provide to us.

- **Right of Access** – your right to be informed of and request access to your Information;
- **Right to Rectification** – your right to request that we amend or update your Information where it is 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 use elsewhere; and
- **Right not to be Subject to Automated Decision-Making** - the right to not be subject to a decision based solely on automated decision making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

It is important that you understand these rights and know that you are free to exercise each of them with respect to your Information. If you wish to exercise any of these rights, please contact us as described below. In your request, please indicate (a) what Information is concerned, and (b) which of the above rights you would like to enforce.

**How We Use Your Information.** The Information that we collect and that you provide to us is used for our purposes and the purpose for which you provided it, including, without limitation, to support our charitable mission and/or to respond to your requests or correspondence. This provides PoP with a lawful basis to collect and retain your Information and to analyze it so that we can serve you in the best manner possible on our Website through enhanced features and functions and to provide you with useful information, including, without limitation, information from third parties.

We will not disclose any personally identifiable information to third parties, except (i) to parties who perform services for us, such as sending you mail or e-mail, web hosting, credit card processing and other similar services; (ii) when we believe that such disclosure is required by law; (iii) to enforce this Policy; (iv) to protect the rights, property, security or safety of PoP, Website users or the public; (v) to respond to an emergency; or (vi) as otherwise stated in this Policy.

We use certain tracking data for several purposes, including, without limitation, for load balancing metrics and to create reports on user demographics and Website traffic patterns. The reports that are generated from tracking data are used for a variety of purposes, including, for example, improving the Website and our services.

**Analytics and Links to Third-Party Sites.** We will not sell your Information or provide it to third parties for our own financial gain. In fact, we only share your Information when such sharing genuinely furthers our charitable mission. Nevertheless, we may employ third party agents or third party service providers to operate the Website and/or to perform functions on our behalf, such as processing donations or store purchases, sending mail and e-mail, and analyzing data or other administrative tasks. These third parties have access to the Information needed to perform their functions. We attempt to limit such third parties to using the Information that is shared with them solely for the purpose of providing such services, however, we cannot be responsible for such third parties' use of Information not in compliance with this Policy.

Some of the third parties with whom we work include:

- **Hotjar** – We use Hotjar in order to better understand our users’ needs and to optimize this service and experience. Hotjar uses cookies and other technologies to collect data on our users’ behavior and their devices (in particular device’s IP address (captured and stored only in anonymized form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), preferred language used to display our website). Hotjar stores this information in a pseudonymized user profile. Neither Hotjar nor we will ever use this information to identify individual users or to match it with further data on an individual user. For further details, please see Hotjar’s privacy policy at <https://www.hotjar.com/legal/policies/privacy>.
- **Optimizely** – We use Optimizely to test experiences with website visitors, learn from them and deliver targeted experiences. This is done by periodic testing of different versions of the Website to gauge user response. Optimizely uses cookies and other technologies to collect data such as number clicks, page views, engagement and other event data, and IP addresses (captured and stored only in anonymized form). Data transmitted to Optimizely is communicated using regularly updated Transport Layer Security (TLS). At your request, we and Optimizely will work with you to export or delete any Information collected by Optimizely. For further details, see Optimizely’s Privacy Policy at <https://www.optimizely.com/privacy/>.
- **Kissmetrics** – We use Kissmetrics to track and understand website donor behavior. Kissmetrics uses cookies and other technologies to detect if a particular visitor is a returning visitor or a first-time visitor to that webpage, when the Visitor last visited the page, and related data. No personal data is collected. For further details, please see Kissmetric’s privacy policy at <https://signin.kissmetrics.com/privacy/>.
- **Segment** – We use Segment as a means to transfer data to and from our other Website tools in order to analyze that data efficiently in one location. For further details, please see Segment’s privacy policy at <https://segment.com/docs/legal/privacy/>.
- **Google Analytics** – We use Google Analytics to gather information about how visitors engage with our Website, how many visit, and other general user visitor information. For further details, please see Google Analytics’ privacy policy at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).
- **Social Media Widgets** – Our Website includes social media features such as the Facebook “Like” button and Twitter “Follow” button. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. These social media features are either hosted by a Third Party or hosted directly on our Website. Your interactions with these features are governed by the Privacy Policy of the social media company providing such services.
- **Salesforce** – We use Salesforce for data management, reporting and mass marketing. When you use the forms on our Website – such as to receive emails from us, contact us, or to donate, Salesforce collects that data. This can include basic contact information, preferences, giving history, and your interactions and communications with PoP. Other interactions with PoP outside of our Website may also contribute to information recorded in Salesforce, such as your attendance at PoP events, supporting PoP on third party giving platforms, and offline giving. For further details, please see Salesforce’s privacy policy at <https://www.salesforce.com/company/privacy/>.
- **Classy** – We use Classy for fundraising, event ticketing and direct donations. Classy collects basic contact information, and billing and credit card information submitted by donors. This data is also shared with PoP and stored in our secure Salesforce database to help us manage your relationship and gifts to PoP and to communicate with you. For further details, please see Classy’s privacy policy at <https://www.classy.org/terms/privacy>.
- **Other Donation Processing Vendors** – We use various other third-parties to process donations to our charitable mission. Data collected by these vendors is sent to our secure Salesforce database to help us manage our relationship with our supporters. For further details, please contact us at the numbers and/or addresses below.

We cannot control or be held responsible for third parties' privacy practices and content. If you click on a link to a third-party website, any Information that you provide will not be covered by this Policy. Please read any applicable privacy policies of the third-party website 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. 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 PoP, 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@pencilsofpromise.org](mailto:info@pencilsofpromise.org).

Pencils of Promise, Inc. is a registered trademark owned by PoP and may not be used or displayed without the prior written consent of PoP. Other trademarks, service marks and names and logos appearing on the Website are the property of PoP, its affiliates or their respective owners. No right, title or interest in any Content or in any trademark, service mark, name or logo appearing on the Website is transferred to you as a result of your use of the Website.

**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 PoP 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 PoP 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 PoP of Your Content. PoP 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 PoP 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.** PoP and its officers, directors, employees, agents, service providers, and licensors (collectively, the “PoP 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 into 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 Laws.** 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 PoP Parties harmless from and against any and all liability, losses, costs, and expenses (including attorneys’ fees) incurred by any PoP 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.** PoP may suspend or terminate any user's access to all or part of the Website without notice or recourse, for any conduct that PoP, 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, PoP 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 New York, without regard to principles of conflicts of law, will govern this Policy and any dispute of any sort that might arise between you and PoP. 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 New York County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

**Site Directed at United States Visitors.** The Website is targeted at and intended for users residing in the United States. Given the global nature of the Internet and PoP's services, the Website may be accessed by users residing outside of the United States. We make no representations or warranties that the Website is appropriate or available for use in countries outside of the United States. Users who choose to access the Website from outside of the United States do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access. If you are located outside of the United States, your Information will be transferred to the United States. By accessing the Website and by submitting your Information, you consent to its transfer and storage in the United States and its use by us as provided for herein.

**Children Under the Age of 13.** We are pleased when young people visit the Website to learn about PoP 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@pencilsofpromise.org](mailto:info@pencilsofpromise.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.

**Changes to this Privacy Policy.** When we make material changes to this Policy, we will provide you with notice as appropriate under the circumstances by displaying a prominent notice within the Website or by sending you an email (if we have your email address). We may notify you in advance. Please be sure to read any such notice carefully. You can tell that this Policy has been updated by checking the last revised date posted on the top of this page. Your continued use of the Website following the posting of changes to this Privacy Policy will mean that you accept those changes.

How You Can Update or Correct Your Information and Contact Us. You can contact us at any time by phone, email or mail at the numbers and addresses 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.

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