

## Privacy Policy

Effective Date: July 6, 2020

This Privacy Policy (the “Policy”) is applicable to the website located at IDemandAccess.org (together with all microsites or subdomains hosted thereunder, and any other website that links to these Terms of Use, collectively, the “Site”), which is administered by I Demand Access (the “Corporation”). The Policy is designed to help you understand generally how this Site collects, uses or discloses personally identifiable information (“PII”) about you. Your visit to the Site is subject to this Policy and our Terms of Use; by accessing the Site you acknowledge and agree to accept the Policy and Terms of Use, which we may amend at any time. Each time you return to the Site, you are bound by the then-current version of this Policy. You are advised to consult the “Privacy Policy” bar on this Site each time you visit the Site.

THE TERMS OF USE FOR THIS SITE INCORPORATE THIS POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS POLICY OR THE TERMS OF USE, PLEASE DO NOT USE THIS SITE.

If you have any questions or issues with respect to the Policy, please contact us as at: [502 Timber Ln, Falls Church, VA 22046], Attn: [I Demand Access]; [[admin@idemandaccess.org](mailto:admin@idemandaccess.org)]. To the fullest extent permitted by law, you agree to receive all legally required notices regarding this Policy or any privacy or security breaches relating to the Site by email at the address you use to contact the Site.

### 1. INFORMATION YOU PROVIDE

#### Donations:

If you make a donation through the Site, you will be asked to submit information about you or your organization.

#### Other:

In order to subscribe to follow the Corporation's updates, or to receive further information as to a particular topic through our Contact page, you may have to provide PII.

It is always your choice whether to provide PII about yourself, and if you submit PII about any other person, you need his or her prior written consent. DO NOT SUPPLY PII ABOUT OTHERS UNLESS YOU HAVE THEIR CONSENT. BY SUBMITTING PII ABOUT OTHERS, YOU HEREBY REPRESENT AND WARRANT TO THE CORPORATION THAT YOU HAVE FULL AUTHORITY TO DO SO.

## **2. OTHER INFORMATION WE COLLECT; COOKIES**

Sometimes we collect information about you without your submitting it, to improve the quality of the Site and maintain the Site's proper operation. For example, we may collect your IP address each time you request a page during a visit to the Site. If we use such data at all, it will be on an aggregate basis, and we will not disclose to third parties any information that could be used to identify you personally.

We collect some information automatically from visitors to the Site, such as by the use of "cookies," "web beacons" and other tracking mechanisms. Cookies are small text files that may be placed on your browser when you visit the Site, and are used primarily for administrative purposes, to improve your experience with the Site. For instance, when you return to the Site after logging in, cookies provide information to the Site so that it will remember who you are. The Corporation uses cookies primarily as described above, and the Site also may make use of third party services (such as Google Analytics), plug-ins, embeds and similar tools that may utilize cookies in the process of providing services to the Corporation. The Corporation does not allow such third party service providers to use or share PII collected via the Site except as noted in this Policy.

Using the settings of your Internet browser, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. Consult your browser Help menu to learn the correct way to modify your cookies. If you choose to turn off cookies, you may not have access to many features make your browsing of our Site smoother, and some of our services may not function properly. You may at any time delete any cookies set by using the relevant option of your Internet browser or by deleting the cookies on your hard drive. The

site [www.allaboutcookies.org](http://www.allaboutcookies.org) includes instructions for managing cookies on many commonly used Internet browsers, or you may consult the vendor documentation for your specific software. If you continue without changing your settings, you consent to our use of cookies and other tools on the Site.

If you do not want us to collect information about your geographic location, you must disable the technology that transmits this information.

“Web beacons” are communications with a server performed when retrieving the content of a webpage, and enable us to track the number and timing of visitors to certain sections of the Site. We may employ web beacons to help us compile aggregated statistics regarding the operations of the Site. We prohibit web beacons on our Site from being used by third parties to collect or access your PII.

### **3. USE/SHARING OF YOUR INFORMATION**

Except as otherwise noted in this Policy, we may use PII we collect about you for any authorized purpose relating to the mission of the Corporation, including providing information to our current and potential partners and donors, and contacting you. We may also disclose and provide such PII to other parties (including persons located outside the United States) who participate in our programs.

We may use or disclose certain PII we collect about you when you visit and browse the Site as part of our normal business operations, or to send you administrative communications either about your interactions with us or about features of the Site, including any future changes to this Policy.

In order to provide efficient and reliable services and to improve the Site, we may use or disclose your PII for marketing, research and other business purposes, and we may associate your PII with other information we collect about you, such as details about your usage patterns and interests, but we will not sell this information or disclose it to third parties.

We may also use service providers to facilitate our services or platform functions on our behalf. Non-affiliated companies and individuals that assist the Corporation in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your PII only in the course of providing such services and only for the purposes that we dictate.

We will not otherwise share your PII, except as required by law, requested by governmental entity or law enforcement authority, subpoena, court order or discovery request, or when we otherwise believe in good faith that such disclosure is necessary or appropriate to enforce our Terms of Use or in connection with any activity that violates the law, threatens the safety or security of you, your property, the Site or the tangible or intangible property that belongs to us or third parties, or that may expose us to liability.

All PII you provide related to your potential employment will be used by the Corporation strictly for the purpose of evaluating your application and will not be shared by the Corporation with any third parties.

#### **4. OTHER WEBSITES**

This Policy applies only to the Site. If you visit any website linked to this Site, or the website of any grantee or any third party participating in the grant program on this Site, you are subject to that entity's own privacy policies, which we do not control or monitor. You should review the privacy policy of all third-party websites before you visit them.

#### **5. INFORMATION SECURITY**

We endeavor to protect your personal information, using technical, administrative and physical security measures. However, there is no such thing as perfect security on the Internet, and you provide PII to us at your own risk. THE CORPORATION EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, LOSSES OR CLAIMS OF ANY KIND RELATING TO ANY PII THAT YOU PROVIDE TO US OR OTHERS THROUGH THE SITE. Notwithstanding the foregoing, if you believe that you have been a victim of identity theft through this Site, please notify us at the address provided above.

## **6. CHILDREN'S PRIVACY**

The Site is not targeted toward, and we do not seek or desire to collect information from, children under the age of 13. Therefore, we will not knowingly request information from persons under such age. Please do not provide any PII to us for any reason unless you are at least 13 years of age, and please caution your children not to do so. Consistent with the Children's Online Privacy Protection Act, if a child under 13 has provided PII to us through the Site without verifiable parental consent, a parent or guardian may inform us at the address above, and we will use commercially reasonable efforts to delete such information, subject to applicable law and this Policy.

## **7. DO NOT TRACK**

The Corporation does not track users of the Site over time and across third party websites to provide targeted advertising, and therefore does not respond to Do Not Track ("DNT") signals. However, some third party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser allows you to set the DNT signal so that third parties (particularly advertisers) know you do not want to be tracked.

## **8. INTERNATIONAL USE**

This Privacy Policy is intended to meet the laws and regulations of the United States, and despite the global nature of the internet, the Corporation makes no claims that the Content or the Site are appropriate or may be viewed or used outside the United States. Furthermore, our databases are located in the United States. By sending us your data, you consent to its transfer to, storage, and use within the United States. Access to the Site from countries or territories where such access is illegal is prohibited. Those who access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, rules and regulations.

The Corporation uses commercially reasonable efforts to process all PII in compliance with applicable law, including, where applicable, the General Data Protection Regulation ("GDPR"). If

you are accessing the Site from the European Union, you may have the following rights regarding your PII:

- **Access:** You may obtain from the Corporation access to your PII (including confirmation from the Corporation if your PII is being processed by the Corporation).
- **Correction:** You may request that the Corporation correct any inaccurate PII or complete any incomplete PII.
- **Deletion:** You may request the deletion of your PII if, among other reasons, it is no longer necessary for the purposes for which it was collected.
- **Objection:** You may object to the Corporation's processing of your PII based on its legitimate interest, for legitimate interests relating to your personal situation.
- **Restriction:** You may request that the Corporation restrict the processing of your PII. To the extent you provide consent to certain processing of your PII (e.g., in connection with signing up to receive a newsletter), you may withdraw your consent at any time.
- **Portability:** You may request that the Corporation transfer your PII to you or a third party.

The Corporation holds your PII and uses it as described in this Privacy Policy and will use reasonable measures to ensure that your PII is only transferred to third parties who also maintain at least the standard of protection required under the GDPR.

The Corporation considers that it has a legitimate interest in collecting and processing your information. The Corporation is formed to promote the advancement and diffusion of knowledge and understanding, with a focus on international peace, the advancement of education and knowledge, and the strength of our democracy, and pursuing these aims is not in conflict with your rights. This provides the Corporation's lawful basis to use your PII, within the limitations set forth herein.

## 9. NO WARRANTIES/DISCLAIMER

THE SITE AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE CORPORATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, DONORS, AGENTS AND REPRESENTATIVES EXPRESSLY DISCLAIM SAME, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, SECURITY, AVAILABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF VIRUSES OR OTHER HARMFUL CODE. THE

CORPORATION DOES NOT REPRESENT OR WARRANT THAT YOU WILL BE ABLE TO OBTAIN A GRANT OR ANY OTHER BENEFIT THROUGH YOUR USE OF THIS SITE, AND YOU SUBMIT CONTENT TO THIS SITE SOLELY AT YOUR OWN RISK.

## **10. DAMAGE LIMITATION**

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE CORPORATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, DONORS, AGENTS AND REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO YOUR ACCESS TO, USE OF (OR INABILITY TO USE) OR DISTRIBUTION OF THE SITE OR ANY CONTENT THEREIN. THIS IS TRUE EVEN IF THE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

## **11. BENEFICIARIES**

There are no third party beneficiaries of this Policy.

## **12. GOVERNING LAW/VENUE**

This Policy and your use of the Site are governed by California law. Any dispute between us relating to this Policy or your use of this Site shall be resolved solely in the state or federal courts located in Los Angeles County, California.

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