

## **PRIVACY POLICY AND TERMS OF USE**

Nonprofits First has created this “Privacy Policy Statement” to demonstrate our firm commitment to privacy and security for users of NonprofitsFirst.org. This statement outlines our information gathering and sharing practices for this website. These policies do not necessarily apply to any sites that may be linked from NonprofitsFirst.org. Use of this website and services signifies your acceptance of the terms and conditions of use set forth in this policy, as may be amended from time to time. If you do not agree to these foregoing terms and conditions, do not access, or use this website.

Our postal and office address are 1818 S. Australian Ave, Suite 450, West Palm Beach, FL 33409. We can be reached via email at [info@nonprofitsfirst.org](mailto:info@nonprofitsfirst.org) or you can reach us by phone at (561) 214-7435.

### **Information We Collect**

Nonprofits First collects information about users during their registration, inquiries, participation in certain activities on our website, including events and award nominations; and using cookies. When users request pages from our server, our web server automatically collects some information about the users, including their IP addresses. These addresses are used by computers on the network to send the requested pages to users.

We utilize Google products and services for website analytics and advertising purposes. For more information on how Google uses user information from our site, go to <https://policies.google.com/technologies/partner-sites>.

When you give us your name, e-mail address or mailing address, we only use it to fulfill your request for materials or to supply you with future information that you have indicated that you wish to receive. If you participate in an event or are nominated for a Hats Off Award, we may ask for your name, address, and e-mail address so we can notify you of any event updates, or outcomes. We know e-mail addresses and other personally identifying data about visitors to this site only when voluntarily submitted or posted to us by a user of our website. If at any time you need to update your personal information, please contact us directly at [info@nonprofitsfirst.org](mailto:info@nonprofitsfirst.org).

When you complete an online survey, we may ask for contact information (e.g. your e-mail address) and, sometimes, demographic information (e.g. your age, zip code, income range, gender, family size). We use this information to better understand our constituents.

### **How We Use the Information**

We do not share any personally identifying data about our website visitors with anyone. However, we reserve the right to, without notice to you, share non-public personal information with companies, partners and associates that work for or with us for the sole purpose of providing you with valuable services you’ve requested or already have through our website. These companies, partners and associates may assist us in fulfilling your requests or processing your transactions. These companies, partners and associates are contractually forbidden from disclosing or using our customer information other than to carry out the purposes for which the information was disclosed. These companies, associates and partners are in no way authorized to sell, rent, or trade your personal information. While there are such contractual obligations in place, we cannot and do not guarantee that a third party could breach its obligation and use your non-public personal information in a way contrary to our policy.

We may also disclose information, including non-public personal information, in special cases when we have a good faith belief that such action is necessary to: (a) conform to legal requirements or comply with the legal process such as, but not limited to, situations when we are required to do so by federal, state or local laws and regulations or when we receive a subpoena or are ordered by a court to do so; (b) protect and defend our rights and privileges; or (c) act to protect the interests of our users or others. Additionally, we may, without notice to you, provide aggregate statistics about visitors to our website, such as volume, traffic patterns and related site information to reputable third-party vendors, but these statistics will include no personal information.

We endeavor to maintain strict security over all the information about the activity of visitors to this site. In addition to the foregoing, we use the information you share with us to reply to your requests, to update or improve our website and our individual and group travel products, and to assist with market research. We monitor website visitor traffic patterns to guide our further development and improvement of the site itself and to determine the effectiveness of our website content, programs, and advertisements. We may also use the information we collect to notify you of changes to the website, services, and special offers we think you may find interesting and valuable.

### **Security of Personal Information**

Nonprofits First exercises reasonable care to protect your non-public personal information. This includes storing the personal information on our servers behind a secure firewall and ensuring all transmissions to other vendors use secure encryption technology. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. So, while we strive to protect your non-public personal information, we cannot guarantee the security of any information you transmit to us or receive from us. This is especially true for the information you transmit to us via e-mail. We have no way of protecting this information until it reaches us. Once we receive your transmission, we maintain physical, electronic, and procedural safeguards to protect your personal information.

Internally, we will limit access to non-public personal information to those associates, partners and employees who need the information to provide products and services to you or maintain or service those products or services. These associates, partners and employees are limited in number, and are committed to our privacy and security policies.

### **What about “Cookies”?**

NonprofitsFirst.org makes use of cookies. “Cookies” are small pieces of information stored by your browser on your personal device (such as a computer or mobile phone). Cookies can make our website or our advertisements more useful by allowing us to personalize information for visitors and by storing information about customer preferences on a particular site as well as your location. We use cookies to understand site usage and improve the content and offerings on our sites, and our advertisements' effectiveness.

The use of Cookies is an industry standard, and many major websites use them to provide useful features for their customers. Cookies do not contain any personally identifying information. Most web browsers automatically accept cookies, but you can change your browser to prevent that. However, please note that some parts of our website will not function properly if you do not allow Cookies.

### **Links Displayed on Our Site**

The above privacy, security and cookie policy applies to NonprofitsFirst.org. As a service, we have provided links from our site to other sites that we believe may interest our visitors. These links are there for your reference and convenience. We do not control any of these websites, nor are we responsible for their content. Nonprofits First does not imply any endorsement of the material on such websites or any association with their operators by including these links on NonprofitsFirst.org. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the privacy practices employed by other sites and those other sites have not agreed to our privacy policy. These sites may have their own policies concerning privacy, security and cookies, and those policies may differ from those of NonprofitsFirst.org.

If you decide to access any of these websites, you do so entirely at your own risk and you should be aware that upon using these links you will leave NonprofitsFirst.org. Therefore, we cannot be responsible for the privacy of the data you may supply to the linked sites, their security or cookie policy.

### **No Unlawful or Prohibited Use**

As a condition of your use of this website, you agree that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions of use. Actions that you agree not to take include, but are not limited to: (a) taking or attempting to take any action that grants you access to the website to an extent greater than authorized by Nonprofits First; (b) taking or attempting to take any action that results in an unauthorized modification, addition, or deletion to the website; (c) taking or attempting to take any action that violates the security of the website; (d) taking or

attempting to take any action that would impose an unreasonable or excessively large load on the website's infrastructure; or (e) knowingly providing false or misleading information to Nonprofits First. In addition, you are prohibited from posting or transmitting to or from this website any unlawful, inflammatory, pornographic, threatening, libelous, defamatory, obscene, scandalous, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

### **Indemnification**

You hereby agree to indemnify, defend and hold Nonprofits First, and all of its officers, directors, agents, employees, information providers, associates, licensors, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the terms and conditions of this policy or any other policy contained on the website, or the foregoing representations, warranties and covenants, including, without limitation, attorney's fees and costs.

### **Modification of Terms and Conditions**

Nonprofits First reserves the right, at its sole discretion, to change, modify, add, or remove any portions of this privacy policy and agreement, in whole or in part, at any time. Notification of changes in this policy will be posted on the website. Nonprofits First may change, suspend or discontinue any aspect of the website at any time, including the availability of any website feature, database, or content. Nonprofits First may also impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability. By using this website, you agree to be bound by any such revisions and should therefore periodically visit the page to determine the then current terms of use to which you are bound.

### **Accuracy of Information**

Visitors to and users of the website are advised that information contained therein is believed to be accurate. Notwithstanding the foregoing, Nonprofits First makes no representation regarding the completeness, accuracy, or timeliness of such information and data or that such information or data will be error-free.

### **Opt-in/Opt-out**

A user may choose to remove himself or herself from our mailing list by following the "unsubscribe" instructions stated on our promotional communications, or by requesting this directly to [info@nonprofitsfirst.org](mailto:info@nonprofitsfirst.org).

### **Ownership Notice**

This website and all the materials contained therein, including the HTML code, source code, and any other code used to generate any portion of this website, are the copyrighted property of the Nonprofits First or of third parties who have licensed Nonprofits First to use their property. None of the content or data found on this website may be reproduced, republished, distributed, sold, transferred, or modified without the express written consent of Nonprofits First, provided, however, that users may reproduce a single copy of any webpage for their personal use. In addition, the trademarks, logos, and service marks displayed on this website (collectively "Trademarks") are registered and common law trademarks of Nonprofits First and/or third-party service providers. Nothing contained on this website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the Trademarks without the express written permission of Nonprofits First and/or the appropriate third-party service providers.