



Privacy Policy and Terms and Conditions

Our Commitment to Our Donors

We 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. This policy applies to all information received by Aya Worldwide, both online and offline, on any Platform ("Platform", includes the Aya Worldwide website), as well as any electronic, written, or oral communications.

Privacy Policy

This Privacy Policy addresses the practices of Aya Worldwide ("Aya") regarding information collected from users of AYA's website located at <http://www.ayaworldwide.org> and users of AYA's intranet (collectively, the "Sites"), and only addresses information collected directly through or from the Sites. This Privacy Policy does not address or govern any information gathering, use, or dissemination practices related to information collected from the user (sometimes referred to as "you" or "your") other than directly through or from the Sites, such as from telephone, facsimile, postal mail, personal delivery, or other or additional offline means or media. AYA can be contacted by email at connect@ayaworldwide.org.

1. Collection of Personal Information from Users. Except as specifically set forth herein, AYA may collect or track: (a) the email addresses of users that communicate with AYA via email; (b) information knowingly provided by the user in online forms, registration or membership forms, surveys, email, and other online avenues (including, without limitation, demographic and personal profile data); (c) aggregate and user-specific information regarding which pages a user accesses; (d) the home server domain names, date and time of your visit, type of computer, the originating IP address, files downloaded, search engine used, operating system, and type of Web browser of users of the Sites; and (e) for users who opt-in to the Geolocation service (described in greater detail in Section 6 below), the location of users of the Sites. AYA may place Internet "cookies" on your hard drive. Internet cookies are small amounts of data that contain a unique identifier that many websites frequently send to your web browser to be stored on your computer's hard drive in order to save data about you, such as your name, password, user-name, screen preferences, and the pages of a website you have viewed. When you revisit the Sites, AYA may recognize you by your Internet cookies and customize your experience accordingly. You may decline Internet cookies by using the appropriate feature of your Web browser software, if available. AYA may use Google Analytics or a similar service to gather, store, and track certain information related to your visit to and activity on the Sites. When a user performs a search within the Sites, AYA may record information identifying the user or linking the user to the search performed and recording information related to the search request. The collection, use, and disclosure of information contemplated in this Privacy Policy may involve a transfer of the information to jurisdictions located outside your country of residence that may not have equivalent laws and rules regarding personally identifiable information.
2. Use of Personal Information Collected. Personal information collected by AYA may be used by AYA for many reasons, for example, for recordkeeping, editorial and feedback purposes, marketing and promotional purposes, statistical analysis of users' behavior, product development, content improvement, or to customize the content and layout of the Sites. Aggregate data on users' home servers may be used for internal purposes, and individually identifying information, such as names, postal and email addresses, phone numbers, and other personal information which users voluntarily provide to AYA may be added to AYA's databases and used for future calls and mailings regarding updates to the Sites, new products or services, and upcoming events. AYA also may use



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user data to contact users of the Sites regarding registration and account status and changes to the Website Terms and Conditions, Intranet Terms and Conditions, Privacy Policy or any other policies or agreements relevant to users of the Sites.

3. Disclosure of Personal Information to Third Parties. Except as provided herein, individually identifying personal information provided through the Sites will not be sold or otherwise disclosed to third parties not affiliated with AYA. Identifiable and non-identifiable user information and data may be disclosed or distributed to another party with which AYA enters or reasonably may enter into a corporate transaction, such as, for example, a merger, consolidation, acquisition, or asset purchase, or to a third party pursuant to a subpoena, court order, or other form of legal process, in response to a request by or on behalf of any local, state, federal, or other government agency, department, or body, whether or not pursuant to a subpoena, court order, or other form of legal process, or if determined by AYA in its sole judgment that such disclosure or distribution is appropriate to protect the life, health, or property of AYA or any other person or entity. Identifiable and non-identifiable user information and data that users provide to AYA may also be provided to third parties that contract with AYA to provide products, information or other services that AYA believes that users may be interested in obtaining. While AYA may undertake efforts to see that any third party to whom AYA discloses personal information is under an obligation to use the personal information solely for the purposes for which the information was disclosed, such third parties are independent third parties over which AYA exercises no control. AYA is not responsible for, and will not be liable for, the conduct, actions, omissions, or information handling or dissemination practices of third parties.
4. The Sites may also contain links to third party websites. The Sites may contain links to other Internet 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 Sites, 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. AYA 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. AYA 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.
5. Internet Security. AYA uses reasonable efforts to ensure that the Sites are generally available. However, there will be occasions when access to the Sites will be interrupted or unavailable. AYA will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that AYA shall not be liable to you for any modification, suspension or discontinuance of the Sites. You understand that the technical processing and transmission of any content via the Sites may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Sites will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to AYA via the Sites or the Internet in general, including, for example, personal information such as your name or address.



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6. **Comments, Notices and User Content.** All materials or comments posted to any aspect of the Sites are public. Please refer to the Website Terms and Conditions or the Intranet Terms and Conditions, as applicable to your use, for further detail concerning User Content and other materials submitted to the Sites. As such, AYA assumes no liability for the accuracy of such information, no duty to update or correct such information, and no liability for such communications arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Any comment system on the Sites may utilize an opt-in Geolocation service in accordance with a prevailing community standard such as HTML 5. Such Geolocation opt-in ability is managed by the user's browser settings. If a user chooses to opt-in to the Geolocation service, the user's comments may be associated with the user's location, both internally within AYA and publicly on the Sites.
7. **Opt-Out Right.** Except as necessary for AYA to provide the services, information, or products requested by a registered user, by updating the profile preferences on the Sites, a registered user may opt out of having his or her personally identifiable information, which has been voluntarily provided to AYA through an account registration, or electronic news or information subscription, prospectively retained by AYA, used by AYA for secondary purposes, or disclosed by AYA to third parties. (This does not apply to collection of the type of Web browser of the user to the Sites, or to non-identifiable user information provided or collected.)
8. **Access to and Ability to Correct Personal Information.** Upon your request via postal mail, email, or telephone, AYA will provide you with a summary of any personal information retained by AYA that has been voluntarily provided by you to AYA through online forms, registration forms, surveys, email, or another online avenue. You may modify, correct, change or update your personal information by contacting AYA by email at webmaster@unitedway.org.
9. **Right to Change Privacy Policy.** AYA reserves the right at any time to modify, alter or update this Privacy Policy. Your use of the Sites following any changes means that you agree to follow and be bound by the Privacy Policy as changed. Any change to this Privacy Policy shall be effective as to any user who has visited the Sites before the change was made. It is the obligation of users visiting the Sites before the change to learn of changes to the Privacy Policy since their last visit.

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1. **Informational Purposes Only.** The information on this Site is for informational purposes only. Without limiting anything else in these Terms or otherwise, AYA is not responsible for any errors or omissions in the Site or Site Materials, as defined in Section 3 of these Terms and Conditions.
2. **Registration.** In order to access certain content, services, products or benefits on the Site, you may be asked to register and create an account. As part of the registration process, you must click to



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3. **Proprietary Rights.** As between you and AYA, AYA owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components and any software concepts and documentation and other material on, in or made available through the Site ("Site Materials"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Materials. All Site Materials are protected pursuant to copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Materials. As between any user and AYA, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Site are proprietary to AYA or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Materials, other than the right to use the Site Materials in accordance with these Terms.
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5. **Materials Submitted to the Site.** Certain features of the Site may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing and commentary by other users to the Site ("User Content"). By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Site and all other persons and entities will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; or (c) constitute disclosure of any confidential information



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11. **Indemnification.** You shall indemnify AYA and its directors, officers, employees, agents, contractors and licensors ("AYA Indemnitees") against all claims, actions, suits, and other proceedings ("Claims") arising out of or incurred in connection with the Site and your use of the Site, the Site Materials or any services, product or data obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the User Content, the Site Materials, the services, products, information and other materials on, in and made available through the Site, except to the extent attributable to AYA, or any breach by you of these Terms and shall indemnify and hold AYA Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of AYA. AYA or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If AYA or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to AYA, subject to the right of AYA



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to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

12. **Internet Security.** AYA 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. AYA will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that AYA shall not be liable to you for any modification, suspension or discontinuance of the Site. You understand that the technical processing and transmission of any Site content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to AYA via the Site or the Internet, including, for example, personal information such as your name or address.
13. **Complaint Procedures.** If you believe that any content or postings on this Site violates your intellectual property or other rights, please notify AYA by email at connect@ayaworldwide.org with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."
14. **Changes to these Terms; Termination.** AYA reserves the right at any time to modify, alter or update these Terms. Your use of the Site following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Site before the change was made. It is the obligation of users visiting the Site before the change to learn of changes to the Terms since their last visit. AYA may suspend or terminate your account and/or your ability to use the Site, or any services on the Site, for failure to comply with these Terms, for providing AYA with untrue or inaccurate information about yourself, for infringement upon AYA proprietary rights, or for any other reason whatsoever or for no reason.
15. **Governing Law and Jurisdiction.** These Terms represent the entire agreement between you and AYA with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the New York, New York, without reference to its conflict of law rules; PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW. By accessing, viewing, or using the services, works, content, or materials on the Site, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in New York, New York; (b) accept service of



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process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

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