

## **Privacy Policy and Terms of Use**

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 and the terms of use governing the Website. This Policy sets out your obligations and ours with respect to your use of the Website and by using the Website you agree to abide by the terms of this Policy.

We may need to change this Policy from time to time in order to address new issues and reflect changes to the Website or in the law. We reserve the right to revise or make any changes to this Policy and your continual use of the Website subsequent to any changes to this Policy constitutes your acceptance of such changes. Therefore, please bookmark this page and review it periodically to assure familiarity with the most current version of the Policy. We will post all changes to this Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties. You can tell that this Policy has been updated by checking the last revised date posted on the top of this page.

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 THESE WEBSITES.

**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.

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 Websites, and our users’ IP addresses and Internet service providers.

**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 respond to your requests or correspondence. The Information may also be analyzed 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.

**Third Parties.** 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 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.

**How Your Information Is Protected.** We take reasonable precautions to protect your Information from loss, misuse or alteration. We maintain reasonable physical, electronic and procedural safeguards for your Information. You should recognize, however, that there is no such thing as "perfect security" on the Internet and we cannot guarantee the security of your Information. In addition, because Internet communication is unsecure, it is also possible that the information you supply to us or your access of any information via the Website will be intercepted during transmission. We cannot be liable for any breach of our systems or interception of our transmission and we hereby fully disclaim, to the fullest extent provided under law any liability associated with any claim relating to a breach of security, data or information.

**Other Communications.** From time to time, we may e-mail Website users information regarding important developments affecting PoP. We may also e-mail Website users on occasion regarding the Website. Such e-mails may be sent to Website users even if they have not requested to receive, or have opted out of receiving, any communication from PoP.

**Links to Third-Party Sites.** The Website may contain links to sites owned and operated by other parties. We are not responsible for and have no control over the privacy policies or the content any such third party websites. We encourage you to review the privacy policies of those sites prior to providing them with any information.

**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 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 upload, e-mail, transmit or otherwise make available on the Website (“Your Content”). You agree that Your Content will 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 agree 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 any Information provided in such a manner.

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 certify that you own all intellectual property rights in Your Content. PoP and its service providers will treat such content posted or transmitted by you as non-confidential and non-proprietary information. Upon posting 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 WEBSITES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE WEBSITES 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, 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 Websites; 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, 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, please do not submit any personally identifiable information to us. You may rely on your parent or guardian to assist you.

**How You Can Update or Correct Your Information and Contact the Website.** You can call PoP at the numbers provided on the main Website or send a message to [info@pencilsofpromise.org](mailto:info@pencilsofpromise.org) to update or correct your Information.

Please contact us at [info@pencilsofpromise.org](mailto:info@pencilsofpromise.org) if you have any questions or concerns regarding the Website or this Policy.