

# WINGIVE PRIVACY POLICY

**Last modified:** JANUARY 13, 2020

## **Introduction**

WinGive.com, LLC ("Company", "Us" or "We") respect the privacy of you and others (the "Users") who use our mobile application, WinGive (the "App"). We are committed to protecting it through our compliance with this policy. This policy describes:

- The types of information we may collect or that you may provide when you download, install, register with, access, or use the App.
- Our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies only to information we collect in the App and in email, text, and other electronic communications sent through or in connection with the App.

This policy DOES NOT apply to information that:

- We collect offline or on any other Company apps or Apps, including Apps you may access through the App.
- You provide to or is collected by any third party (see *Third-Party Information Collection*).

Our Apps and apps, and these other third parties have their own privacy policies, which we encourage you to read before providing information on or through them.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with, or use the App. By downloading, registering with, or using the App, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of the App after we revise this policy means you accept those changes, so please check the policy periodically for updates.

## **Users Under the Age of 18**

The App is not intended for Users under 18 years of age, and we do not knowingly allow Users under 18 to use or participate in the App. If we learn that a User is under the age of 18, we will delete the User's account within any prior notice and delete any information that was provided to us.

California residents may have additional rights regarding the collection and sale of their personal information. Please see **Error! Reference source not found.** *located below* for more information.

## **Information We Collect and How We Collect It**

We collect information from and about our Users:

- Directly from you when you provide it to us.
- Automatically when you use the App.

## ***Information You Provide to Us***

When you download, register with, or use the App, we may ask you provide information:

- By which you may be personally identified, such as name, address, email address, telephone number, social security number, or any other identifier by which you may be contacted online or offline ("**personal information**").

This information includes:

- Information that you provide by filling in forms in the App. This includes information provided at the time of registering to use the App, posting material and requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with the App.
- Records and copies of your correspondence (including email addresses and phone numbers), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through the App and of the fulfillment of said transactions. You may be required to provide financial information before completing a transaction through the App.

You may also provide information for publication or display ("Posted") on public areas within the App (collectively, "User Contributions"). Your User Contributions are Posted and transmitted to others at your own risk. **Please be aware that no security measures are perfect or impenetrable.** Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### ***Automatic Information Collection***

When you download, access, and use the App, it may use technology to automatically collect:

- **Usage Details.** When you access and use the App, we may automatically collect certain details of your access to and use of the App, including traffic data, logs, and other communication data and the resources that you access and use on or through the App.
- **Device Information.** We may collect information about your mobile device, including the device's unique device identifier, operating system, mobile network information, and the device's telephone number.
- **Stored Information and Files.** The App also may access metadata and other information associated with other files stored through the App on your device. This may include, for example, photographs, personal contacts, and address information.

If you do not want us to collect this information, do not download the App or immediately delete it from your device.

### ***Information Collection Technologies***

The technologies we use for automatic information collection may include:

- **Cookies (or mobile cookies).** A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your smartphone. However, if you select this setting you may be unable to access certain parts of our App.
- **Web Beacons.** Pages of the App and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count Users who have visited those pages or opened an email, and for other related app statistics (for example, recording the popularity of certain app content and verifying system and server integrity).

### ***Third-Party Information Collection***

When you use the App or its content, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include:

- Advertisers, ad networks, and ad servers.
- Analytics companies.

- Your mobile device manufacturer.
- Your mobile service provider.
- Third-party charities that participate in and with the Company.
- Third-party payment processing company contracted by and for the Company.

These third parties may use tracking technologies to collect information about you when you use the App. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different Apps, apps, and other online services Apps. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

### **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information, to:

- Provide you with the App and its contents, and any other information, products or services that you request from us.
- Fulfill any other purpose for which you provide it.
- Give you notices about your account/profile.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you when App updates are available, and of changes to any products or services we offer or provide through it.

The usage information we collect helps us to improve our App and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our App according to your individual interests.
- Speed up your searches.
- Recognize you when you use the App.

We use the location information we collect to assist in identifying the geographical characteristics of Users of the App.

We may use the information we collect to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

### **Disclosure of Your Information**

We may disclose aggregated information about our Users, and information that does not identify any individual or device, without restriction.

In addition, we may disclose personal information that we collect or you provide:

- To our subsidiaries and affiliates.

- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of WinGive.com, LLC's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by WinGive.com, LLC about our Users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them. For more information, see How We Use Your Information and Disclosure of Your Information.
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our App or App, we will transmit the contents of that email and your email address to the recipients.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- Third-party charities that participate in and with the Company.
- Third-party payment processing company contracted by and for the Company.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from any contracts entered into between you and us, including the App EULA, and for billing and collection.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of WinGive.com, LLC, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Your Choices About Our Collection, Use, and Disclosure of Your Information**

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of over your information.

- **Promotion by the Company.** If you do not want us to use your email address to promote our own or third parties' products or services, you can opt-out by sending us an email stating your request to [info@wingive.com](mailto:info@wingive.com).
- **Targeted Advertising by the Company.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to [info@wingive.com](mailto:info@wingive.com).
- **Disclosure of Your Information for Third-Party Advertising and Marketing.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for advertising and marketing purposes, you can opt-out by sending us an email stating your request to [info@wingive.com](mailto:info@wingive.com).

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's App.

California residents may have additional personal information rights and choices. Please see Your California Privacy Rights for more information.

## **Accessing and Correcting Your Personal Information**

You can review and change your personal information by logging into the App and visiting your account profile page.

You may also send us an email at [info@wingive.com](mailto:info@wingive.com) to request access to, correct, or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect

If you delete your User Contributions from the App, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Users. Proper access and use of information provided on the App, including User Contributions, is governed by our Terms and Conditions located within the App [*More > Settings > Terms and Conditions*].

California residents may have additional personal information rights and choices. Please see [Your California Privacy Rights](#) located below for more information.

## **Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. Any payment transactions are completed through our third-party payment processing company, Stripe, Inc. For more information about their security measures to protect your personal information, please visit <https://www.stripe.com/privacy>.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the App like message boards. The information you share in public areas may be viewed by any user of the App.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through our App. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

## **Changes to Our Privacy Policy**

We may update our privacy policy from time to time. If we make material changes to how we treat our Users' personal information, we will post the new privacy policy on this page by email to the email address specified in your account and/or an in-App alert the first time you use the App after we make the change. **Your continued use of our App following the posting of changes constitutes your acceptance of such changes.**

The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you and for periodically visiting this privacy policy to check for any changes.

## **Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

**Email Address:** [info@wingive.com](mailto:info@wingive.com)

**Postal Address:** WinGive.com, LLC, P.O. Box 31918, Charleston, SC 29417

## Privacy Notice for California Residents

[Supplement to WinGive Privacy Policy]

### Your California Privacy Rights

This **Privacy Notice for California Residents** supplements the information contained in WinGive.com, LLC's ("WinGive", "we" or "our") Privacy Policy located within above and within the App [*More > Settings > Privacy Policy*], and applies solely to all Users of WinGive's mobile application (the "App") and others who reside in the State of California ("User(s)", "consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this Notice.

### Information We Collect

Our App collects information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("**personal information**"). Personal information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

In particular, **the App collects or will collect at least a portion the following categories** of personal information from its consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.  Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO

D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a App, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

The App obtains the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from the profile you complete after installing and before using the App.

### **Use of Personal Information**

We will not sell your personal information to other third-parties. However, we may use or share personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payments and transactions. We may also save your information to facilitate new product orders or process returns.
- To provide, support, personalize, and develop our App, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, transactions, and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your App experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our App, third-party sites, and via email.

- To help maintain the safety, security, and integrity of our App, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our App, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To assist participating charities and third-party payment processors with completing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Users is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Sharing Personal Information**

We will not sell your personal information to a third party for a business purpose, subject to your right to opt-out of those sales (see [Personal Information Sales Opt-Out and Opt-In Rights](#)). When we disclose personal information to participating parties, it is done only upon request and for reporting purposes and for the reasons stated herein (see [Use of Personal Information](#)). The CCPA prohibits third parties who purchase the personal information we hold from reselling it unless you have received explicit notice and an opportunity to opt-out of further sales. We will provide you notice of any disclosures to third-parties other than those made for payment processing and reporting requirements for participating charities.

We share your personal information with the following categories of third parties:

- Service providers.
- Third-party charities that participate in and with the Company.
- Third-party payment processing company contracted by and for the Company.

### ***Disclosures of Personal Information for a Business Purpose***

In the preceding twelve (12) months, Company has not disclosed personal information for a business purpose.

### ***Sales of Personal Information***

In the preceding twelve (12) months, Company has not sold personal information.

### **Your Rights and Choices**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### ***Access to Specific Information and Data Portability Rights***

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request (see [Exercising Access, Data Portability, and Deletion Rights](#)), we will disclose to you:

- The categories of personal information we collected about you.



- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

### ***Deletion Request Rights***

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### ***Exercising Access, Data Portability, and Deletion Rights***

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by emailing us at [info@wingive.com](mailto:info@wingive.com).

If you have an account/profile within the App, only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. To designate an authorized agent, you must provide us with a copy of a written power of attorney for digital assets, with the necessary formalities, including execution, necessary under California law.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, which may include:
  - Confirmation of your name, location and/or address, email, credit card or debit card information

stored within the App; or

- Otherwise, describe your request with sufficient detail that we deem sufficient to allow us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

For instructions on exercising sale opt-out rights, see [Personal Information Sales Opt-Out and Opt-In Rights](#).

### ***Response Timing and Format***

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the extension period in writing.

We will deliver our written response to the account upon which the request is made. If you do not have an account with us, we will not deliver a response.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### ***Personal Information Sales Opt-Out and Opt-In Rights***

Under the CCPA, if you are 16 years of age or older (although you must be 18 to use the App), you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than 16 years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is at least 13 but not yet 16 years of age, or the parent or guardian of a consumer less than 13 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time.

To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by email at [info@wingive.com](mailto:info@wingive.com) with the title "**Do Not Sell My Personal Information**" in the subject line.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by submitting a request to us by email at [info@wingive.com](mailto:info@wingive.com).

You do not need to create an account with us to exercise your opt-out rights. We will only use personal information provided in an opt-out request to review and comply with the request.

### **Non-Discrimination**

Notwithstanding the three-percent (3%) processing fee, as well as any costs incurred by the Company in order to carry-out and complete any and all business between the Users and participating charities and third-party payment processors (see *Processing Fees & User Responsibilities* under the Company's Terms and Condition located within the App [*More > Settings > Terms and Conditions*]) the Company will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you access to the App and its functions.
- Charge you different fees or rates for our services, including through granting discounts or other benefits, or

imposing penalties.

- Provide you a different level or quality of services.
- Suggest that you may receive a different fee or rate for services or a different level or quality of services.

However, we may offer you certain financial incentives permitted by the CCPA that **can result** in different fees, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

### **Changes to Our Privacy Notice**

We reserve the right to amend our Privacy Notice, including this Privacy Notice for California Residents, at our discretion and at any time. When we make changes to this privacy notice, we will post the new privacy policy on this page by email to the email address specified in your account and/or an in-App alert the first time you use the App after we make the change. **Your continued use of our App following the posting of changes constitutes your acceptance of such changes.**

### **Contact Information**

If you have any questions or comments about this notice, the ways in which WinGive.com, LLC collects and uses your information described here and in the [Privacy Policy](#), your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Email Address:** [info@wingive.com](mailto:info@wingive.com)

**Postal Address:** WinGive.com, LLC, P.O. Box 31918, Charleston, SC 29417