

# PRIVACY POLICY AND TERMS OF USE RELATING TO YOUR USE OF "THE DALLAS LIGHTHOUSE FOR THE BLIND" SITE

#### Effective December 5, 2016

#### **Privacy Statement**

Dallas Lighthouse for the Blind is strongly committed to protecting the privacy of visitors to our website, our donors and subscribers to our mailing lists. Please consider the following information prior to interacting with our website. We are committed to informing you of your rights and the rights held by The Dallas Lighthouse for the Blind in relation to your use of this website. In protecting your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. Dallas Lighthouse will never rent, sell, or lease your confidential information. Our use and privacy policy is designed to inform you of the types of information we collect, how we use that information, the circumstances under which we will share it with nonaffiliated third parties and what we do to protect it. By using this site, you agree to these terms and conditions of the use and privacy policy, which may be modified at any time. By using this site after we post any changes to these terms and conditions, you agree to accept those changes. If at any time, you choose not to accept the terms and conditions of use please do not use the site. We hope this policy is straightforward and clear, but if you have any questions about it, please email us at info@dallaslighthouse.org. In this policy, "DLB" refers to DLB staff, board members, cooperating attorneys, interns, volunteers, and consultants, all of whom are bound by law or contract to keep information they receive as part of their assistance to Options confidential. This website, Dallaslighthouse.org ("site"), is operated on behalf of DLB," ("Dallas Lighthouse for the Blind," "DLB", "we," "us" and "our"). It is our policy to protect your Personal Information (as defined below) and to use it in accordance with this Privacy Statement.

#### **Information Collection and Use**

"DLB" may record the numerical Internet Protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access our site; and the Internet address of

the website from which you linked directly to our site. This information ("Non-Personal Information") does NOT identify you personally. We use this Non-Personal Information to monitor the effectiveness of our site and identify areas of interest and improvements. If you choose to use certain features and functions of the site, we ask you to provide certain personally identifiable information ("Personal Information"). By providing such information, you consent to our collection and use of it, as described in this Privacy Statement. We do not collect any Personal Information about you when you visit the site unless you give us that information. The Personal Information you provide includes information provided during any registration process, including contact information, such as your name, organization name, address and email address, and information about your interests and preferences.

#### **Donation Privacy Policy**

We may use third party suppliers and service providers to facilitate our services, and they may have access to Personal Information. We may share your contact information, and related data necessary, for the third party to provide these services, including the facilitation of online donations, keeping supporter and donor lists maintaining statistics, and providing other information, education and services. Such third parties may not publically publish or release your donation history with "DLB" and may only use this information for the purposes for which we have engaged these companies. In these cases, we will restrict, through written agreements, how these suppliers or service providers may use or disclose the Personal Information to which they have access. If you wish to opt out of having your information included in any such transfer of data, you may contact us by email at info@dallaslighthouse.org or by phone at 603-749-4441 to be excluded. Please remember that, although we endeavor to select only reputable companies who share our commitment to customer privacy, we are in no way responsible for the actions or policies of these other organizations. Further, we may not be able to secure their compliance with this privacy policy. Please note that we do not retain credit card information. If any credit card information is collected, these credit card numbers are in a secure, offline location with our vendor and processing is in a secure online process where no credit card information is stored or transmitted using DLB' computers. Our technical security measures include using industry standard 128 bit encryption to secure the transfer of data between your browser and our payment processor vendor's servers.

Although we will use all reasonable means to safeguard the privacy of your personal information, transmissions made via the Internet cannot be made absolutely secure. When our forms ask users to enter sensitive information (such as a credit card number), that information is secured using a SSL encryption to

protect sensitive data transmissions from your computer to our website. While on a secure page, the lock icon on the bottom of web browsers such as Firefox and Microsoft Internet Explorer locks, as opposed to unlocked, or open.

#### **Use of Cookies**

Cookies enhance your visits to the site with the site design allowing functionality when cookies are disabled. Cookies are alphanumeric identifiers transferred to your computer's hard drive through your web browser. The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies. Preventing your browser from accepting Cookies may limit some functionality of the site. Cookies enable us to recognize your browser and provide features tailored to your needs. We may use information from cookies for purposes of planning and tracking, as well as assessing the technical function of the site. We may also use cookies to track information about which pages you visit within the site to help us gauge the effectiveness of the site or our content.

# Links

We provide links on DLB' sites to other sites of interest. We do not endorse the content of these sites or guarantee that they will abide by this Privacy Statement. Your use of such linked sites is subject to the terms, conditions, and privacy policies of the providers of those sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each site that collects Personal Information.

#### **Children and Parental Permission**

We do not knowingly collect any information from children under 13. Some of the information available on the Sites concerns the topic of sex and may not be appropriate for children. Further, the Sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. WE STRONGLY RECOMMEND THAT PARENTS PARTICIPATE IN THEIR CHILDREN'S EXPLORATION OF THE INTERNET AND ANY ONLINE SERVICES AND USE THEIR BROWSER'S PARENTAL CONTROLS TO LIMIT THE AREAS OF THE INTERNET TO WHICH THEIR CHILDREN HAVE ACCESS.

# **Mailing List Privacy Policy**

DLB maintains several mailing lists of previous donors or contacts. There are a number of ways to subscribe to the mailing lists, including submitting a form at our website, providing donor information or emailing us.

When you receive an email, you may remove your name from our email list at any time by sending a request to info@dallaslighthouse.org.

#### **Publicly Sharing Your Comments and Stories**

DLB often receives information from website visitors who have successfully participated in our programs and/or employed our resources. In certain instances, we would like to share publicly the comments and stories we receive by posting this information on our website. We will not publicly share any information we receive on our website without first receiving the express consent of the individual who submitted the information. Furthermore, we will not post information in any way that specifically identifies the sender of that information unless the sender approves it.

#### **Copyright and Restrictions on Use of Materials**

The contents of our sites are protected by copyright and trademark laws, and are the property of their owners. Unless stated otherwise, you may access the materials located within the solely for your personal use. This means you may download one copy of posted materials on a single computer for personal, noncommercial home use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice. When you download copyrighted material, you do not obtain any ownership rights in that material.

# **Restrictions on Use**

DLB strictly prohibits and disclaims any and all liability for the use of this website for the communication of illegal, false, pornographic, obscene, threatening, or otherwise offensive remarks, content, or material. We strictly prohibit and are not liable for breaches of confidentiality that make take place within this website.

All material, resources, content, and information published, posted or distributed are designed and intended for general informational purposes only and should not be relied upon as a substitute for the direct counsel of an attorney, professional counselor, or medical professional. You expressly assume the risk of your reliance upon any content or information contained in or accessed through this website.

#### **Information about Health**

DLB' website features a variety of content on issues related to people who are blind or visually impaired and their related issues. Such information featured on this website is not intended to substitute for professional medical advice. You are always advised to seek advice from your personal medical physician on issues related to your health. The issues and content discussed in this website are for general audiences only. Your physician is typically best able to evaluate whether or not a specific health suggestion or potential course of treatment is best for you.

#### **Compelled Disclosure**

If required by law to disclose the information that you have submitted, we will attempt to provide you with notice (unless prohibited) that a request for your information has been made in order to give you an opportunity to object to the disclosure. We will attempt to provide this notice by email, if you have given us an email address or by postal mail if you have entered a postal address. We will independently object to overly broad requests for access to information about users of our site. If you do not challenge the disclosure request, we may be legally required to turn over your information.

#### **Providing and Receiving Information**

You may choose not to provide information or to opt-out of receiving communications from us at any time. We can be contacted at Email: info@dallaslighthouse.org, by phone: (214) 821-2375 or mail: 4306 Capitol Ave, Dallas, TX 75204

# Updates and Changes to this Statement and Terms of Use

DLB maintains the right to adjust or change these Terms and Conditions at any time and asks that you check this policy for updates. Changes posted on this site, become effective immediately upon posting.

# **Refund Policy**

All donations are final.

#### Indemnification

You agree to indemnify, defend, and hold harmless DLB from any liability, loss, claim, expense, and damage award (including attorneys' fees) that arise from any claim, action, or demand related to your violation of this agreement or use of this site in any manner. By accessing and using this website, you accept these Terms and Conditions, as revised and modified, if any, each time you access this website.

### Jurisdiction/Governing Laws

Laws set forth by the state of Texas govern our Terms and Conditions. The material presented within this website, unless otherwise noted, was created in the state of Texas for sole use by and for Dallas Lighthouse for the Blind. If you utilize this website or the resources therein outside of the United States, you are legally obligated to abide by the laws of that location.

If any provision of these Terms and Conditions is found void, unenforceable, or unlawful, it does not serve to invalidate all other provisions herein DLB maintains the right to alter these terms at any time by updating this content without formal notice to users. This is the full agreement for use of this website.

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