

Privacy Policy and Terms of Use

Last Revised: April 28, 2019

International Refugee Assistance Project and its affiliates (“IRAP”, “we”, “us” or “our”) share your concern about the protection of your personal information online. This Privacy Policy and Terms of Use (“Policy”) explains how we use and maintain the privacy of personal information we collect online in connection with the refugeerights.org website (the “Site”). For the purposes of any applicable data protection laws (including the EU General Data Protection Regulation), the data controller in relation to your personal information is the International Refugee Assistance Project, One Battery Park Plaza, 4th Floor, New York, NY 10004.

This Policy applies to information we collect on or through this Site only, and does not apply to information collected by (i) us offline or through any other means, including on any other website operated by IRAP or any third party, via email or through any third party application; or (ii) any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Site.

This Policy describes the privacy practices we undertake and the terms of use governing the Site. This Policy sets out your obligations and ours with respect to your use of the Site and, by using the Site, you agree to abide by the terms of this Policy.

We may need to change the Policy from time to time in order to address new issues and reflect changes on the Site or in the law. We reserve the right to revise or make any changes to the Policy and your continual use of the Site subsequent to any changes to this Policy will mean that you accept 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 the 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 the Policy has been updated by checking the last revised date posted on the top of this page.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS POLICY, DO NOT USE THIS WEBSITE.

How We Use Your Information. The Information that we collect and that you provide to us (which is described in more detail below) will only ever be used for the purposes for which you provided it, including, without limitation, to process your donations and respond to your submissions, requests or correspondence. Your Information may also be analyzed internally so that we can serve you in the best manner possible on our Site through enhanced features and functions and to provide you with useful information.

We will not disclose any of your Information to third parties, except (i) to parties who perform services for us; (ii) when we believe that such disclosure is required by law; (iii) to enforce the Policy; (iv) to protect the rights, property, security or safety of IRAP, Site users or the public; (v) to respond to an emergency; or (vi) as otherwise stated in this Policy.

If you change your mind about us using your data in the ways described in this Policy, please let us know by contacting us using the details set out at the end of this Policy.

Information We Collect and Track. IRAP collects and retains two types of information about Site visitors: (i) personal information that individual visitors voluntarily provide when interacting on the Site, including via forms; and (ii) tracking data, which is automatically collected from every Site visitor, (collectively, “Information”). The Information that we gather may include your name, address, telephone number, email address, or other elements of personal information, as well as your IP address, the Site webpages visited, the time & duration of the visit, and information regarding the device & browser used to access the site.

The tracking data we record includes, without limitation, information regarding the number and frequency of users to the Site, the websites that users access before and after they visit the Site, the internet software used by our users to access the Site, and our users’ IP addresses and internet service providers. We attempt to aggregate such tracking data so that no such data is tied to you in any personally-identifiable manner, however, due to the nature of the internet, this is not always feasible and tracking data may be traceable back to you.

Third Parties. We may employ third-party agents or third-party service providers to operate the Site and to perform functions on our behalf, such as sending postal 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 will take reasonable steps to limit such third-parties to using the Information that is shared with them solely for the purpose of providing such services and to treat your data securely in accordance with this Policy.

In addition, we may disclose Information to certain third-parties if you have requested or authorized the disclosure of such Information (e.g., to MailChimp or Podio). You may withdraw your consent for this disclosure by contacting us using the details set out at the end of this Policy. Furthermore, we may disclose aggregated information about our users, and Information that does not identify an individual, without restriction.

Minors and Children Under the Age of 13. Our Site is not intended for children under 13 years of age. No one under age 13 may provide any Information to or on the Site. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any Information on this Site or on or through any of its features, or provide any Information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at website@refugeerights.org.

In addition to the above paragraph, anyone under the age of 18 (or such higher age of majority in your state or country of residence) should not use the Site or provide any Information on or through the Site without parent or guardian consent and supervision.

Cookies and Other Electronic Technologies. A cookie is a small file of letters and numbers that is placed on your computer's hard drive when you visit certain websites. We may use cookies, and similar technologies to cookies, to collect information about your access to and use of the Site. For example, we may use cookies or other technologies that: (1) allow you to navigate and use all the features provided by our Site; (2) customize elements of the layout and/or content within the Site and remember that you have visited us before; (3) identify the number of unique visitors we receive; (4) allow us to provide you with a customized experience; and (5) inform us how you use the Site (including how long you spend on the Site) and your route of navigation to and from the Site, so that we can improve the Site and learn which functions of the Site are most popular with users. As we adopt additional technologies, we may also gather additional information through other methods.

Most web and mobile device browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can also learn more about cookies by visiting www.allaboutcookies.org, which includes additional useful information on cookies and how to block or disable cookies using different types of browsers or mobile devices.

Please note that by blocking or disabling any or all cookies, you may not have access to certain features or functions of the Site.

Global Transfer of Data. We are a global organization and your Information may, on occasion, be transferred to, stored and/or processed by our offices or our affiliates located in your and/or other countries around the world, including countries without an adequate level of data protection laws. Similarly, we may also transfer your Information from your country of residence in connection with our use and retention of your Information as described in this Policy. By submitting your Information, you are acknowledging this transfer, storage or processing. As we recognize the importance of the protection of personal information in a sophisticated global information and communication society, all of our personnel, offices and affiliates are required to comply with the present Policy or similar provisions, subject to their compliance with local law requirements.

Transfer of Information to Third Parties Upon a Sale or Change of Control. We retain the right to transfer or assign all Information pursuant to a merger, purchase or other transaction relating to IRAP or our assets if the assignee or purchaser agrees to abide by the terms of this Policy such that your Information will continue to be used in the same way that we have previously been permitted to use it.

Security and Retention of Your Information. We take reasonable precautions to protect your Information from loss, misuse or alteration and will only keep your Information for as long as we reasonably require. 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 Site, though encrypted, 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 Site users information regarding important developments affecting IRAP and/or your Information. We may also e-mail Site users on occasion regarding the Site. Such e-mails may be sent to Site users even if they have not requested to receive any communication from us. You may opt-out of receiving these types of communications by following the instructions outlined in the e-mails or contacting us using the details set out at the end of this Policy.

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

Donor Policy. We value our generous community of supporters and strive to maintain the highest level of confidentiality with respect to donor information by adhering to a donor privacy policy (the “Donor Policy”). Notwithstanding any contradictory terms elsewhere in this Policy, we maintain confidentiality of donors’ personal and financial information with regards to online and offline transactions; all information is used exclusively for internal purposes, and as described in detail in the rest of this Donor Policy. Access to donor information is restricted to authorized IRAP staff.

Specifically in connection with donations, we collect the following information (“Donor Information”) for internal purposes only: donor name, amount donated, acknowledgement and billing address, email address and payment instrument information as described below.

In order to make a donation, you will be required to provide IRAP information regarding your credit card or other payment instrument (“Payment Instrument”). You, as a donor, represent and warrant to IRAP that such information is true and that you are authorized to use the applicable Payment Instrument. You agree that all donation payments are final and will not be refunded unless IRAP, in its sole discretion, agrees to issue a refund. IRAP uses third-party payment processing partners to charge you through your Payment Instrument for any donations made, and you acknowledge that by making a donation, you are agreeing to any and all applicable terms set forth by our payment partner(s), in addition to the terms of this Donor Policy, which, currently, includes Authorize.net’s terms of service, which you can access by clicking [here](#).

We do not sell or lease Donor Information in any form. This Donor Information is used exclusively for donor communication and internal purposes, including issuing receipts for donations; thanking donors for their contributions; updating donors with IRAP news, informing donors of new ways to support IRAP’s work, and tracking and analyzing donor data. Donor Information is also used to comply with all rules and regulations governing

IRS 501(c)(3) financial reporting, and reporting requirements related to specific grants and contributions made to IRAP.

IRAP donors can opt out of receiving any donor communications from IRAP at any time. If you would like to do so, or have any other questions regarding the Donor Privacy Policy, please email development@refugeerights.org.

Ownership of Content. All text, images, graphics, sounds and software code (“Content”) on the Site are copyrighted property of IRAP, its affiliates or others. No part of the Content may be placed in the public domain. You may not reproduce, redistribute, publish or otherwise use by electronic or any other means any of the Content without our prior written consent.

Trademarks. IRAP, International Refugee Assistance Project and other marks indicated on the Site are the trademarks and/or service marks of IRAP or its affiliates. They may not be used or displayed without the prior written consent of IRAP or the appropriate right holder. All other trademarks, service marks and company names and logos appearing on the Site are the property of their respective owners.

Limitation of Liability. IRAP and its affiliates, officers, agents, partners and employees shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Site and services or resulting from any information or services obtained or messages received or transactions entered into through the Site 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 the site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this Site.

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.

Applicable Law. This Policy will be governed by and construed in accordance with the laws of the State of New York, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to any use of the Site 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.

How You Can Update or Correct Your Information and Contact the Site. You can find out what Information we hold about you by emailing IRAP at one of the email

addresses provided on the Site or by sending a message to website@refugeerights.org. In the event that any of the data we hold about you is incorrect, you can ask us to update it.

Please contact us at website@refugeerights.org if you have any questions, concerns or requests regarding our use of your Information, the Site or this Policy.