

# **Privacy Policy**

Updated April 22, 2022

## **1. Introduction**

1.1 We are committed to safeguarding the privacy of our website visitors, service users, volunteers, and partners. Your privacy is a priority, and we go to great lengths to protect it. This policy describes how we collect and use information about our online visitors. We know you care about your information and we want you to be fully informed about our practices.

1.2 This policy applies where we are acting as a data controller concerning the personal data of iMiracleProject.org website visitors and service users; in other words, where we determine the purposes and means of the processing of that personal data. This policy also applies when you use social media that overlaps with iMiracleProject's social media and/or website, as well as to personal information we collect offline.

1.3 We use cookies on our website. Where cookies are required for the provision of our website and services, the use of our website requires your acceptance of these cookies. Insofar as those cookies which are not strictly necessary for the provision of our website and services, we will ask you to consent to our use of cookies when you first visit our website.

If you would like to opt out of using cookies, controls are available via your web browser. See Section 9 (About Cookies) below for more details.

1.4 In this policy, “we”, “us” and “our” refer to iMiracleProject, a Washinton State corporation and registered 501(c)3 non-profit organization (EIN 813319129), and its affiliates and websites. For more information about us, see Section 14.

1.5 This policy will be updated periodically, so please be sure to reread it from time to time. The most recent date the privacy policy was updated is provided at the top of the page. By submitting using our website or mobile applications and/or submitting your personal information to us, you are agreeing that iMiracleProject may use such information in accordance with this privacy policy.

## **2. How we use your personal data**

2.1 In this Section 2 we have set out:

- (a) the general categories of personal data that we may process;
- (b) the purposes for which we may process personal data; and
- (c) the legal bases of the processing.

2.2 Personal Information We Collect About You. We may collect and process the following information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“personal information” or “personal data”):

- **Account Data.** Account data may include your username, email address, and any other information you provide voluntarily when signing up or using the website. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases, and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- **Profile Data.** Profile data may include your username, location, email address, profile pictures, etc. The profile data may be processed for the purposes of enabling and monitoring your use of our website and services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and volunteer management.
- **Publication Data.** We may process information that you explicitly share for publication on our website or through our services (“publication data”). The publication data may include your biography, photo, social media profile links, and any other information explicitly intended for public sharing. The publication data may be processed for the purposes of enabling such publication and administering our website and volunteering services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and volunteer or donor management.
- **Inquiry Data.** We may process information contained in any inquiry you submit to us regarding our services or mission (“inquiry data”). The inquiry data may be processed for the purposes of running our non-profit organization activities according to our mission statement and goals. The legal basis for this processing is either your consent or our legitimate interests, namely the proper administration of our website and volunteering management and advancing our non-profit purpose, or to contact you for future support
- **Notification Data.** We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (“notification data”). The notification data may be processed for the purposes of sending you the

relevant notifications and/or newsletters. The legal basis for this processing is your consent, obtained when you requested the information.

- **Correspondence Data.** We may process information contained in or relating to any communication that you send to us (“correspondence data”). The correspondence data may include the communication content and metadata associated with the communication. Our website may generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed for the purposes of communicating with you, improving the service, and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and communications with website and service users and volunteers, or to contact you for future support.

### 2.3 Non-Personal Information We Collect About You.

- **Usage Data.** We may process data about your use of our website and services (“usage data”). The usage data may include your IP address, geographical location, browser type, and version, operating system, referral source, length of visit, page views, and website navigation paths, as well as information about the timing, frequency, and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analyzing the use of the website and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

**2.4 Donation Information.** When you choose to give to iMiracleProject or its affiliates, you may provide personally identifiable information, such as your name, contact, and credit card information. You have the option to make contributions anonymously. When you use your credit card for donations through our third-party vendor, the security of your credit card transaction is protected by measures, such as encryption, access controls, network firewalls, and physical security. Data handled by our payment partners is subject to the payment partners’ terms and privacy policy. If you make a donation on our website (or affiliated websites), we may collect such donor information that is used to complete the donation transaction, record the donation, generate the appropriate tax receipt, and to appropriately acknowledge each gift donation. Donor records are also used for general record keeping and internal analysis. Credit card information is used to process the gift but is not retained. iMiracleProject does not sell, rent, market or otherwise disclose donor personal information to any outside party unless required under law or to process the donation, nor will it send donor mailings on behalf of other organizations. Within iMiracleProject, access to donor information is limited

to staff members and volunteers who reasonably need to know such information in furtherance of their duties.

2.5 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

2.6 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

2.7 In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

2.8 Unless we specifically request or invite it, we ask that you not send or otherwise disclose to us your racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background, or trade union membership. In those cases where we may request or invite you to provide the foregoing information, we will only do so with your express consent, in accordance with applicable data protection law requirements. Where you provide us with such information without request from iMiracleProject, we reserve the right (but do not have any obligation) to erase any such information at our discretion. Please do not supply any other person's personal data to us, unless we prompt you to do so.

2.9 You represent and warrant that any information and/or material you post or provide to iMiracleProject through any medium is truthful, accurate, not misleading, not confidential property of others, and not in violation of any other third party's rights. Furthermore, you acknowledge and agree that all submissions will become the property of iMiracleProject and that iMiracleProject has the right to publish or republish the submission for any type of use including for promotional and advertising purposes without compensation to you of any kind. Should your submission include third party materials, you grant, represent, and warrant that you, as well as the owner of such content, have expressly granted

iMiracleProject a royalty-free, perpetual, irrevocable, worldwide exclusive license to use the submission in any manner, media or form now known or hereafter developed. iMiracleProject shall have the right to sublicense its rights.

### **3. Automated decision-making**

3.1 We do not use your personal data for the purposes of automated decision-making in relation to significant consequences as defined in the GDPR.

### **4. Providing your personal data to others**

4.1 We may disclose your personal data to any partner organizations insofar as it is reasonably necessary for the purposes, and on the legal bases, set out in this policy.

4.2 We may disclose your personal data to our insurers and/or professional advisers and/or lawyers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4.3 In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise, or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4.4 Financial transactions relating to our websites and services may be handled by our payment services providers and the payment service providers of our subcontractors and suppliers. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds. Financial information will in no way be used for marketing purposes, nor will they be shared with any third parties unless the third party manages the billing therefor.

### **5. Retaining and deleting personal data**

5.1 This Section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

5.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

5.3 Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, including all relevant laws of the United States of America, or in order to protect your vital interests or the vital interests of another natural person.

## **6. Amendments**

6.1 We may update this policy from time to time by publishing a new version on our website.

6.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

6.3 We may, at our discretion, choose to notify you of significant changes to this policy by email.

## **7. Third party websites**

7.1 Our website includes hyperlinks to, and details of, third-party websites.

7.2 We have no control over and are not responsible for, the privacy policies and practices of third parties.

## **8. Updating information**

8.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

## **9. About cookies**

9.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The

identifier is then sent back to the server each time the browser requests a page from the server.

9.2 Cookies may be either “persistent” cookies or “session” cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

9.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies. 10. Cookies that we use

## **10. Cookies we use**

10.1 We use cookies to improve our website’s operation. The cookie is used to speed up your access to the website and the information you wish to see, as well as for website analytics, marketing efforts, and for functionality. We may also use other tools to collect data when you visit our website, including pixel tags and other tracking technologies.

10.2 Without limitation of the foregoing, we may use cookies for the following reasons: (a) authentication - we may use cookies to identify you when you visit our website and as you navigate our website, or our partner web services. 6 (b) security - we may use cookies as an element of the security measures used to protect our website and services. (c) analysis - we may use cookies to help us to analyze the use and performance of our website and services.

## **11. Cookies used by our service providers**

11.1 Our service providers may use cookies and those cookies may be stored on your computer when you visit our website.

11.2 We may use Google Analytics to analyze the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google’s privacy policy is available at:

<https://policies.google.com/privacy>

## **12. Managing cookies**

12.1 Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version.

12.2 Blocking all cookies will have a negative impact upon the usability of many websites including iMiracleProject.org website services.

### **13. Cookie preferences**

13.1 You can manage your preferences relating to the use of cookies on our website by adjusting the settings in your browser, as shown in Section 12.1 above.

### **14. Where Your Personal Information is Held.**

iMiracleProject is based in the United States, and personal information collected by us worldwide (including within the European Economic Area) may be transferred to the United States for processing and storage. By providing personal information to us, you consent to the transmission of your information outside your own country to be stored in the United States. We take steps to ensure that any such transfer complies with data protection law and that all personal information is secure, including, where appropriate, putting in place standard contractual clauses or implementing other lawful tools and processes for transferring personal information.

### **15. European Economic Area (EEA) Residents.**

If you reside in the European Economic Area (EEA) you may have the following additional rights under the GDPR:

- The right to access (i.e., the right to be provided with a copy of your personal information);
- The right to rectification (i.e., the right to require us to correct any mistakes in your personal information);
- The right to be forgotten (i.e., the right to require us to delete your personal information – in certain situations);
- The right to restriction of processing (i.e., the right to require us to restrict processing of your personal information – in certain circumstances, e.g., if you contest the accuracy of the data);



- The right to data portability (i.e., the right to receive the personal information you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party – in certain situations);
- The right to object (e.g., the right to object to your personal information being used for direct marketing, and in certain other situations, to object to our continued processing of your personal information, e.g., processing carried out for the purpose of our legitimate interests);
- The right to withdraw consent (i.e., where processing is based on your consent, you have the right to withdraw that consent – without affecting the lawfulness of processing based on consent before its withdrawal);
- The right to information regarding consent (i.e., to obtain information about the possibility of providing or denying your consent and the consequences of such consent or denial of consent); and
- The right not to be subject to automated individual decision-making (i.e., the right not to be subjected to a decision based solely on automated processing – including profiling – that produces legal effects concerning you or similarly significantly affects you). We will not discriminate against you if you choose to exercise any of these rights. You can exercise your rights under the GDPR by contacting us as follows: Email: [info@iMiracleProject.org](mailto:info@iMiracleProject.org) Mail: iMiracleProject 733 7<sup>th</sup> Ave 202, Kirkland, WA, 98033, United States.

If you contact us to exercise any of the foregoing rights, we may ask you for additional information to verify your identity. Some of these rights may be subject to certain restrictions or limitations under applicable law. Additionally, we reserve the right to limit or deny your request if you have failed to provide sufficient information to verify your identity or to satisfy our legal and business requirements. Please note that if you make unfounded, repetitive, or excessive requests (as determined in our reasonable discretion) to access your personal information, you may be charged a 8 fee subject to a maximum set by applicable law. The GDPR also gives individuals in the EEA the right to lodge a complaint with a supervisory authority, in the European Union (or European Economic Area) state where you work, normally live, or where any alleged infringement of data protection laws occurred.

## **16. Children’s Online Privacy Protection Act Compliance**

16.1 As a non-profit organization, we are exempt from the Children’s Online Privacy Protection Act (COPPA). However, we do not want to collect information from children. Do not provide any personal information unless you are at least 13 years of age, and please caution your children not to provide any. If a child under

13 has provided personal information, a parent or guardian may alert us at info@iMiracleProject.org and we will, subject to applicable law and other provisions of this policy, use commercially reasonable efforts to delete it from our database. iMiracleProject does not accept volunteers under the age of 13.

## **17. Data Security**

17.1 Except as otherwise provided in this Privacy Policy, we will keep your personal information private and will not share it with other third parties unless such disclosure is necessary to: (i) comply with a court order or other legal process, (ii) to protect our rights or property, or (iii) to enforce our Terms of Service (as published, amended or modified from time to time). Please keep in mind that while we take reasonable precautions to safeguard your personal information no amount of protection can guarantee its security.

17.2 We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for “https” at the beginning of the address of the Web page.

17.3 While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, volunteer coordinators) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

17.4 Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our website. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with

any applicable laws and regulations. You agree that iMiracleProject shall not be liable to you for any modification, suspension, or discontinuance of the website.

## **18. Intellectual Property**

18.1 The contents of the Website, including designs, texts, images, icons, sound recordings, and the overall appearance of the Website are protected by the US and foreign copyright laws. iMiracleProject grants users the right to view and print information for personal use but not for any commercial use.

## **19. Warranties**

19.1 iMiracleProject MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE ACCURACY, SUITABILITY, OR SAFETY OF THE INFORMATION CONTAINED ON OUR WEBSITE OR ANY LINKED SITE FOR ANY PURPOSE. ALL SUCH INFORMATION IS PROVIDED “AS IS” AND WITH A SPECIFIC DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. iMiracleProject MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND THAT THE SERVICES PROVIDED BY THIS WEBSITE OR ANY LINKED SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SITE OR THE SERVER THAT HOSTS THE SITE ARE FREE FROM VIRUSES OR OTHER FORMS OF HARMFUL COMPUTER CODE. IN NO EVENT SHALL iMiracleProject, ITS EMPLOYEES, VOLUNTEERS, AGENTS, OR ANY OTHER PERSON WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS WEBSITE, BE LIABLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS SITE OR ANY LINKED SITE. 20.2 IF YOU ARE DISSATISFIED WITH THE INFORMATION PROVIDED ON THIS WEB SITE, OR WITH ANY OF THE PRACTICES OF THE iMiracleProject IN THE OPERATION OF THIS WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

## **20. External Links**

21.1 Links to other websites do not imply an endorsement of the materials disseminated at those websites, nor does the existence of a link to another site 11 imply that the organization or person publishing at that site endorses any of the materials at this site. Links to other Websites are provided by iMiracleProject as a

convenience to its users. iMiracleProject is not responsible for the materials contained at any website linked to this site. If you visit the websites of any of our partners, please consult their privacy policy. Our privacy policies and terms of use apply only to your use of the iMiracleProject site and direct interactions with iMiracleProject and its affiliates. 22. Additional

### **Privacy Questions or Concerns**

This website iMiracleProject.org is owned and operated by iMiracleProject, a 501(c)3 registered non-profit organization (EIN 813319129). We are registered in The United States of America. Our principal place of business is in the state of Washington, USA. If you have any additional questions or concerns relating to privacy at iMiracleProject, please contact us anytime via email at [info@ iMiracleProject.org](mailto:info@iMiracleProject.org).