

# **PRIVACY POLICY**

## **DONOR PRIVACY POLICY**

The Partnership To End Homelessness (The Partnership) values our stakeholders, including our clients and donors, and your privacy is important to us. This Privacy and Confidentiality Policy explains what information we gather about you as a stakeholder, how we use it and the safeguards we have in place to protect it. As a donor or client submitting Personal Identifiable Information (PII) to The Partnership, you consent to the terms and conditions of this policy and to our processing and use of PII for the purposes stated below. Changes to this Privacy and Confidentiality Policy will be made from time to time to ensure compliance with relevant legal requirements; the last update will be noted at the top of this Privacy and Confidentiality Policy.

### **Your Privacy Rights**

All information we collect on this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Personal Identifiable Information**

PII is personal information, including but not limited to your name, address, telephone number, email address, account or donor gift information. We collect and store PII provided to us online and offline, including any platform (website, mobile), electronic, telephone, written or oral communications, service application forms, event registrations and event contributions. We do not collect credit card or account information when you make a contribution through the website.

### **Use and Disclosure of Personal Information**

- We will not sell, share or trade your name or personal information with any other entity.
- We will not send you mailings on behalf of other organizations.
- Donor contribution information such as account data and billing address are utilized to process a donation or event registration.
- Client information is stored in a secure Homeless Management Information System (HMIS) for reasons that are discussed in our detailed client privacy policy.
- Except as described in this Privacy Policy or at the time we request the information, we do not otherwise disclose your personal information to any third parties.
- We will use your information to comply with the law or in the good faith belief that such action is necessary to conform to the requirements of law or comply with the legal process served on us.
- If you have questions about or would like to see our detailed client privacy policy or information collected about you, please contact us at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org) or 212.645.3444.

The Partnership does not store your credit card information when you make a donation on our website, through mail or in-person. We may ask for personal information such as your name, mailing and billing address, zip code, phone number, billing information, credit card number, email address and any other information required to complete the transaction or enhance our communication with you. In doing so, we may transmit payment information to third parties, such as banks, credit card companies, payment clearance services or other service providers to complete the transaction. We may also provide mailing information to

third parties in order to permit them to deliver direct mail to you. We process standard credit card information (card number, card type, expiration date) via an encrypted SSL session.

We maintain records of all donations made to The Partnership and keep such information private and confidential, and we have in place appropriate physical, electronic, and managerial procedures to safeguard and secure such information.

Donor names may appear in stewardship appreciation messages and honor roll type recognition materials (such as our Annual Report) but never with specific transaction nor contact information. Donors may always request to be anonymously identified.

When you make a donation, you may receive further contact from The Partnership via communication channels including mail, phone, email, text, or social media. Future informative and promotional correspondence from us may include opportunities to continue your support. You may always request removal from our lists by contacting The Partnership or removing yourself by following the “opt-out” directions in the correspondence you receive.

Except as described in this Privacy Policy or at the time we request the information, we do not otherwise disclose your personal information to any third parties.

#### **Changes to the Privacy Policy**

We reserve the right to change this Privacy Policy from time to time. When we do, we will note the last update at the top of this Privacy Policy.

Your continued viewing of or use of this Site following the posting of any changes to this Privacy Policy will indicate your assent to any such changes or amendments.

### **DONATION DISCLOSURE**

The Partnership is a nonprofit 501(c)(3) organization that meets the charity standards of the Better Business Bureau, Guidestar, Charity Watch, and Charity Navigator. A copy of our most recent annual report, Audited Financials, and 990 form may be obtained on our website or from the Office of the Attorney General, Department of Law, Charities Bureau, 120 Broadway, New York, NY 10271.

### **HOW TO CONTACT THE PARTNERSHIP**

You may contact The Partnership with questions or comments regarding this Privacy Policy, updating any Personal Information, opting out of the release of General or Personal Information, or anything else related to The Partnership and/or this Site at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org) or at (212) 645-3444.

## COOKIES POLICY

We employ the use of cookies. By accessing The Partnership, you agreed to use cookies in agreement with The Partnership's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website.

This is the Cookie Policy for The Partnership To End Homelessness, accessible from <https://partnershiptoendhomelessness.org/>

### What Are Cookies

As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the site's functionality.

### How We Use Cookies

We use cookies for a variety of reasons detailed below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not, in case they are used to provide a service that you use.

### Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore, it is recommended that you do not disable cookies. This Cookies Policy was created with the help of the [Cookies Policy Generator](#).

### The Cookies We Set

- Forms- related cookies:  
When you submit data through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.
- Site preferences cookies:  
In order to provide you with a great experience on this site we provide the functionality to set your preferences for how this site runs when you use it. In order to remember your preferences, we need to set cookies so that this information can be called whenever you interact with a page that is affected by your preferences.

### Third Party Cookies

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

- This site uses Google Analytics which is one of the most widespread and trusted analytics solutions on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging content. For more information on Google Analytics cookies, see the official Google Analytics page.

### **More Information**

Hopefully that has clarified things for you and as was previously mentioned if there is something that you aren't sure whether you need or not it's usually safer to leave cookies enabled in case it does interact with one of the features you use on our site. However, if you are still looking for more information you can contact us through one of our preferred contact methods:

- Email: [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org)

## **CLIENT INFORMATION: SPECIFIC CONSENT FORMS**

As part of our service work with clients we may collect Personal Information and other sensitive information of clients. This information is provided voluntarily as part of receiving the services. Because we collect this information offline, our use and disclosure of such information shall be subject to a separate consent form. We only collect and use this information in accordance with this Privacy Policy or as set forth in the applicable consent form for the client. To the extent that there is any conflict between the terms of an applicable consent form and this privacy policy, the terms of the applicable consent form will control with respect to the information covered by the consent form. The Partnership will use reasonable security measures, such as those set forth in this Privacy Policy, to protect such information.

## **COLLECTION OF INFORMATION**

The Partnership may also collect non-personally identifiable information when you visit our Site, including but not limited to such information as the type of browser you are using (e.g., Safari, Chrome, Internet Explorer), the type of operating system you are using, (e.g., Windows or Mac OS), the domain name of your Internet service provider (e.g., Verizon, AT&T), your IP address, aggregate data about the number of visits to the Site, and/or aggregate data about the pages visited, but in doing so we do not connect this information with your personal information such as your name or email address.

Our Site is not directed to children under the age of 13 years. We will not request personally identifiable information from anyone whom we know to be under the age of 13. By using our Site, you represent and warrant that you are at least 13 years old. If we become aware that a customer is under the age of 13 and has registered without prior verifiable parental consent, we will remove his or her personally identifiable registration information.

## USE AND SHARING OF INFORMATION

The Partnership uses the non-personally identifiable information (“General Information”) to improve the design and content of the Site, to diagnose and fix issues with the Site, to analyze Site usage, and to create services and/or products to fit consumers’ needs. The Partnership shares this General Information with our network of agencies, advertisers, charitable partners and/or other third-party vendors. The Partnership shall own such General Information and maintain copies of such as part of its records indefinitely.

Except as otherwise indicated, The Partnership may use the personally identifiable information (“Personal Information”) that is provided by you: (a) to provide you with information, that you request from us; (b) to fulfill any other purpose for which you provide it; (c) to respond to inquiries or questions about our services; (d) in any other way we may describe when you provide the information; (e) for internal marketing purposes; (f) to provide inquiries with additional and updated information, materials and other advertisements regarding The Partnership's services; (g) to offer only The Partnership related materials that may be of interest to consumers; (h) to cooperate with government officials or parties in litigation under process of law, or as otherwise required by law; (i) to protect the security or integrity of the Site; (j) to protect against a threat of safety or destruction of property; (k) to protect against legal liability; and/or (l) for any other purpose with your consent. In all cases, however, The Partnership’s agents, employees, and contractors who have access to Personal Information are required to protect this information in a manner that is consistent with this Privacy Policy. The Partnership will not use the Personal Information, except as set forth herein, without your express authorized permission; provided, however, The Partnership shall own all such Personal Information and maintain copies of such as part of its records indefinitely.

We may disclose personal information that we collect or you provide as described in this Privacy Policy:

- To contractors, service providers and other third parties we use to support our business (for example, processing credit card transactions) and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructure, reorganization, dissolution or other sale or transfer of some or all of The Partnership’s assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by The Partnership about our Site users, donors, or clients is among the assets transferred.
- To third-party charitable organizations that may be interested in providing you with information or services.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- To our subsidiaries and affiliates.

With your consent.

If you do not wish to grant The Partnership the right to use your Personal Information for future marketing

communications with The Partnership and/or share your Personal Information with other third-party charitable organizations for marketing purposes, please notify The Partnership in the manner identified in the “Opt-Out” section below. Notwithstanding the foregoing, The Partnership may be required to use your Personal Information to cooperate with government officials or parties in litigation under process of law, or as otherwise required by law and/or to protect against legal liability.

All above categories exclude originator opt-in data and consent; this information will not be shared with any third-parties. The word “originator” is an industry term for a short code.

## **OPT-OUT OF THE ACCESS TO PERSONAL INFORMATION**

In the event you do not wish to receive any further promotional information from The Partnership, or allow The Partnership to use your Personal Information for the marketing or promotional purposes set forth in the “Collection of Information” and “Use and Sharing of Information” sections above, you can notify The Partnership directly at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org) or at (212) 645-3444. If you are making an electronic donation and wish to opt-out, simply click on the “Opt-Out” box contained on the donation form. Upon receipt of your request to opt-out, The Partnership will remove your information from any future marketing communication lists. Please note that the limitations on The Partnership’s use of Personal Information and General Information as set forth above do not apply in the event of a transfer of The Partnership’s assets, and General Information and Personal Information owned or in the possession of The Partnership may be transferred, distributed, or sold as part of The Partnership or its assets, except as prohibited by law.

If we have sent you a promotional email, you may send us a return email to the address specified in the email asking to be omitted from future promotional email distributions. This opt-out does not apply to transactional emails regarding your donation or updates to our policies.

Upon request, we will provide you with the information we maintain about you so that you may request corrections. This information will be sent via email unless otherwise indicated. Please contact us by email at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org) or in writing at:

The Partnership To End Homelessness  
ATTN: Communications  
305 Seventh Ave, 14 fl  
New York, NY 10001

To protect your privacy and security, we will take reasonable steps to verify your identity before providing information or making corrections.

## **STATE DISCLOSURE**

Certain states across the country require written disclosures for nonprofit organizations soliciting contributions. Individual state disclosures are below.

**Florida:** SC No. CH35069 A copy of the official registration and financial information may be obtained from the division of consumer services by calling toll-free, within the state, 1-800-HELP-FLA or via the internet at [www.800helpfla.com](http://www.800helpfla.com).

**Maryland:** For the cost of postage and copying, from the Secretary of State.

**Mississippi:** The official registration and financial information of The Partnership may be obtained from the Mississippi Secretary of State's office by calling 888-236-6167.

**New Jersey:** Information filed with the attorney general concerning this charitable solicitation and the percentage of contributions received by The Partnership during the last reporting period that were dedicated to the charitable purpose may be obtained from the attorney general of the state of New Jersey by calling 973-504-6215 and is available on the internet at [www.state.nj.us/lps/ca/charfrm.htm](http://www.state.nj.us/lps/ca/charfrm.htm).

**New York:** Upon request, from the Office of the Attorney General, Department of Law, Charities Bureau, 120 Broadway, New York, NY 10271.

**North Carolina:** Financial information about The Partnership and a copy of its license are available from the state solicitation licensing branch at 1-888-830-4989 (within North Carolina) or (919) 807-2214 (outside of North Carolina).

**Pennsylvania:** The official registration and financial information of The Partnership may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999.

**Washington:** From the Charities Division, Office of the Secretary of State, Olympia, WA 98504-1422, 1-800-332-4483.

**West Virginia:** West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, WV 25305.

Contributions are deductible for federal income tax purposes in accordance with applicable law. Registration in a state does not imply endorsement, approval or recommendation of The Partnership by the state.

Financial and other information about The Partnership's purpose, programs, and activities may be obtained by contacting [development@thepartnershipnyc.org](mailto:development@thepartnershipnyc.org), at 305 Seventh Ave, 14 fl New York, NY 10001 or for residents of the following states, as stated above.

## **WEBSITE DISCLOSURES**

### **WARRANTY AND DISCLAIMER**

The Content, Service, Information and Access to the site are provided "as is" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. The Partnership does not warrant or make any representations regarding the use or the results of the use of this site in terms of its quality, correctness,

accuracy, reliability, or otherwise. The Partnership does not warrant that any part of the site will operate uninterrupted or error free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or other harmful components or that transmission to or from the site and access to the site will be uninterrupted, continuous or error free. In no event shall The Partnership, related entities, or anyone else who has been involved in the creation, production, or delivery of these pages, be liable for any direct, punitive, incidental, or consequential damages resulting from the use of this site, or any linked site.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **WAIVER**

The Partnership's failure to enforce strict performance of any provision of these Terms of Use will not constitute a waiver of The Partnership's right to subsequently enforce such a provision or any other provision of this agreement, nor will any delay or omission on the part of The Partnership to exercise or take advantage of any right or remedy that The Partnership has or may have hereunder, operate as a waiver of any right or remedy.

## **TERMS AND CONDITIONS OF USE**

These terms and conditions outline the rules and regulations for the use of The Partnership's Website, located at <https://partnershiptoendhomelessness.org/>.

By accessing this Website we assume you accept these terms and conditions. Do not continue to use this Website if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person logged onto this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of the United States. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same. Our Terms and Conditions were created with the help of the Terms & Conditions Generator.

### **License**

Unless otherwise stated, The Partnership and/or its licensors own the intellectual property rights for all material on The Partnership To End Homelessness website. All intellectual property rights are reserved. You may access this from The Partnership for your own personal use, subject to restrictions set in these terms and conditions.



You must not:

- Republish material from The Partnership
- Sell, rent or sub-license material from The Partnership
- Reproduce, duplicate or copy material from The Partnership
- Redistribute content from The Partnership

This Agreement shall begin on the date hereof.

#### Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates for the absence of The Partnership; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to The Partnership at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org). Please include

your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of The Partnership's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **iFrames**

Without prior approval and written permission, you may not create frames around our Web Pages that alter in any way the visual presentation or appearance of our Website.

### **Content Liability**

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

### **Links and removal of links from our website**

We do not warrant linked information's completeness or accuracy; nor do we promise to ensure that linked websites remain available or that the material on those websites is kept up to date.

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any time. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## **MODIFICATIONS TO TERMS OF USE**

The Partnership, in its sole discretion, reserves the right to update, revise, supplement and to otherwise modify these Terms of Use, and to impose new or additional terms and conditions on your use of the Site from time to time. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in these Terms of Use as “Additional Terms”) will be effective immediately and incorporated into these Terms of Use upon notice thereof, which may be given by any reasonable means, including by posting to the Site. Your continued viewing or use of the Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

## **HOW WE WORK WITH THIRD-PARTY VENDORS**

We work with a variety of third-party vendors who help us process data, facilitate the operation of The Partnership’s website and to deliver messages to you on other platforms. For example, outside vendors may help us analyze traffic on our site or process credit card transactions and allow us to use a payment card industry (PCI) compliant payment processor. The signed non-disclosure agreement promises that the third-party vendor will keep your data confidential and use it only for the purpose of carrying out the functions we have engaged it to perform. That is true both as to passively collected data and as to voluntarily submitted data, and also as to data from any cookie or other tracking device.

## **SECURITY DISCLAIMER**

The Partnership has implemented security measures to help protect against the risk of loss, misuse and alteration of General Information or Personal Information under The Partnership’s control. The Partnership protects your online donation information by using Secure Sockets Layer (“SSL”) technology, which works by encrypting the information provided by donors. Nevertheless, such security measures may not prevent all loss, misuse or alteration of information on the Site, and The Partnership is not responsible for any damages or liabilities relating to any such security failures. By using this Site, you understand that there is a risk that data and communications, including email and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

## **PERMISSIONS AND COPYRIGHTS**

The text and images on The Partnership Site are for the personal, not-for-profit use of the public. Any use of such information must name “The Partnership To End Homelessness” as the original source for the material. All content, data, logos and trademarks (collectively, the “Intellectual Property”), are subject to the copyright and/or trademark laws of the United States and, except where noted otherwise, are the exclusive property of The Partnership. Commercial use, electronic re-publication, or print publication of text, logos, or images is strictly prohibited without prior written permission from The Partnership. To request written permission to reprint or reproduce any content from this site, please contact us at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org) or call (212) 645-3444.

The Partnership respects the intellectual property of others. If you believe that our Site infringes your intellectual property, please contact us at: at [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org) or call (212) 645-3444.

## **PROHIBITED USES**

You may use the Site only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate The Partnership, any of The Partnership’s employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Site or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.

- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

You shall indemnify, defend and hold harmless The Partnership and its sponsors, business affiliates, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, from and against any and all damages, claims and actions brought by you or any third party resulting from your use of the Site in violation of these Terms or the infringement by you of any Intellectual Property rights of any person or entity.

In no event will The Partnership be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

## **IMAGE USE**

Photographs on our Site are meant to generally represent people at risk of or experiencing homelessness in New York City, and do not represent specific individuals. Client photographs/imagery is not used.

## **LINKS TO OTHER SITES**

The Partnership is not responsible for the contents of any linked website that may be contained on our Sites, or any link contained in a linked website, or any changes or updates to such websites. The inclusion of any link does not imply endorsement by The Partnership of that website and is provided only for informational purposes.

## **SEVERABILITY**

In the event that any of the provisions of this agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portion hereof shall remain in full force and effect and such a provision shall be enforced to the maximum extent possible so as to affect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable.

## **JURISDICTION**

This Site (excluding linked sites) is controlled by The Partnership which is headquartered in the State of New York, United States of America. It can be accessed from all 50 states, as well as from other countries around

the world. As each of these places has laws that may differ from those of New York, by accessing this Site both you and The Partnership agree that the statutes and laws of the State of New York, without regard to conflicts of laws principles thereof, will apply to all matters arising from or relating to use of this Site or the information contained herein. You and The Partnership also agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located within New York County, New York with respect to such matters, and waive any jurisdictional or venue defenses otherwise available. The Partnership makes no representation that materials on the Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. If you are located anywhere outside of the United States, please be aware that information we collect, including personal information, will be transferred to, processed, and stored in the United States. By using the Site or providing us with any information, you consent to the transfer, processing, and storage of your information in the United States.

### **MOBILE TERMS AND CONDITIONS**

- There is no fee from The Partnership to receive text messages. Message and data rates may apply—this can be checked with your mobile service provider. Charges are billed and payable to your mobile service provider or deducted from your prepaid account. Consent is not a requirement for purchase.
- Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages. We may use this information to contact you and provide the services you request from us. Alerts sent via SMS may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless operator may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. Wireless operators do not guarantee message delivery and will not be held liable for delayed or undelivered messages.
- We will not be liable for any delays in the receipt of any SMS message as delivery is subject to effective transmission from your network operator.

### **SOCIAL MEDIA USE POLICY**

Please be aware that when engaging with The Partnership over social media, you are agreeing to the following:

#### **Commenting on The Partnership's social media accounts**

The Partnership shares information, images and video with the public through external social media websites. Comments made by the public to these sites are reviewed by The Partnership, and while comments or posts will not be edited, The Partnership reserves the right to maintain a positive environment and will delete content and block individuals from individual channels if they do not follow the guidelines outlined below:

The following items are prohibited and will be deleted:

- Obscene, threatening or harassing language.
- Comments that appear to be off topic to the conversation or subject addressed in the original post.
- Personal attacks of any kind or offensive comments that target or disparage any ethnic, racial, age, or religious group, gender, sexual orientation or disability status.
- Comments or posts that are clearly commercial in nature.
- Spam or system glitches.
- Defamatory or libelous comments.
- Comments advocating illegal activity or posting of material that violates copyrights or trademarks of others.

You are subject to the Terms of Service (TOS) of the host site. Content (audio-visual files, images and text) you share with The Partnership's official pages is also subject to the TOS of the host site and may be used by the owners of the host site for their own purposes. For more information, consult the host website's TOS.

### **Recourse**

When The Partnership identifies content for deletion, the first step will be to delete the comment. If the poster continues to post comments flagged by The Partnership, The Partnership will contact the poster, outlining why their post was deleted and inform them that continued posting of the content described will result in the poster being blocked from the community.

### **Reporting**

Should a user notice a violation of these guidelines and policies, they should inform The Partnership at (212) 645-3444 or [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org). Reported violations will be reviewed by The Partnership and appropriate action will be taken based on this review.

### **Questions or Concerns**

Questions or concerns regarding The Partnership's social media activity and policy and/or this Use Policy should be submitted to [comms@thepartnershipnyc.org](mailto:comms@thepartnershipnyc.org).

### **Amendment or Modification**

This Use Policy is subject to amendment or modification at any time.