

# Privacy Policy and Terms of Use

## Colorado Gives Foundation & Colorado Gives Services/Terms of Use/Privacy Policy

*LAST UPDATED Sept 1, 2022*

### Who We Are

At Colorado Gives Foundation (“Foundation”), we respect the privacy of visitors to our website, ColoradoGives.org, and understand your concerns about privacy on the Internet and take them seriously. Our goal is to connect you with the charities that you care about in the most convenient, secure manner possible. We never sell, share, or disclose any personal information about you, other than as described in this policy.

When you make a donation through ColoradoGives.org, you may receive occasional emails from us. If you do not wish to hear from us, simply use the unsubscribe feature on these emails and/or contact us directly at [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org).

### Summary

Welcome to the ColoradoGives.org website (the “Website”) operated by Colorado Gives Foundation (“Foundation,” “Colorado Gives”, “we,” or “us”). By using the Website, you acknowledge that you have read and agree to be bound by the following Terms of Use (

“Terms”) and by our Privacy Policy available below, which is incorporated here by reference, and by all technical specifications, rules of operation, and security procedures, and any other terms and conditions set forth by the Foundation from time to time by posting from a link on the Website. You agree to be bound by such revised terms as they may be posted from time to time. Nothing in these Terms or Privacy Policy may be construed to create or confer any rights on third party beneficiaries. If you do not agree to any of the terms and conditions set forth herein, you may not use the Website.

## SERVICES

### **Eligibility and Registration**

If you choose to create an account with us, you will be asked to provide an email address and password. We will ask you to provide certain personal information, such as first name, last name, and email address, in creating your user profile. Once created, the user profile will be viewable by the general public (You may, however, disable this option at any time via your profile settings).

You are responsible for all activities occurring under your email address and for keeping your login and password secure. We may refuse to grant you access with a login that (i) impersonates someone else, (ii) may be protected by trademark or proprietary rights law, or (iii) is vulgar, offensive, or otherwise inappropriate, as determined by us in our sole discretion. Any attempt to access restricted areas without authorization is prohibited. You agree that if you become aware of any unauthorized use of your password or other security breach, you will notify us immediately by emailing [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org).

### **Creating Fundraisers**

The Website features thousands of charities and other qualifying tax-exempt organizations registered as pre-approved charities to receive donations from the Foundation (“Registered Charities”). As a registered user, you may use the Website to fundraise for a cause of your

choosing provided it is for a Registered Charity. In creating any Fundraiser through our service:

- You agree to provide true, accurate, and complete information.
- You agree that you are solely liable and responsible for all actions taken under your user account.

Children under the age of 13 must have a parent or guardian register in his or her own name and ensure that the child's participation as a Fundraiser complies with these Terms and is under the parent or guardian's control and supervision. The parent or guardian shall be solely liable for the child's actions in relation to fundraising on the Website. If you are between the ages of 13 and 17, by creating a Fundraiser, you acknowledge that you have your parent or guardian's permission.

### **Special Rules for Charity Fundraisers**

You agree and acknowledge that if you create a Charity Fundraiser, you are fundraising on the Website solely at your own volition as an independent volunteer and that you will not be compensated by any other party for your fundraising activities you conduct on the Website.

You agree to accurately promote any charity events or activities in accordance with these Terms.

You agree not to sell any goods or services, including but not limited to raffles or sweepstakes, in exchange for donations in accordance with these Terms.

### **Acceptable Promotion of Charity Fundraising Events and Activities**

*Charity-sponsored events:* You may promote fundraising events and activities that are organized, sponsored, or approved by a Registered Charity on your Fundraising Page. For instance, you may ask your friends to donate to the Registered Charity, through your Fundraising Page, in conjunction with your participation in the Registered Charity's fundraising events and activities, such as road races, bike-a-thons, etc.

*Un-sponsored events:* In creating a Charity Fundraiser you may in your sole discretion choose to organize fundraiser events and activities, such as road races, bike-a-thons, etc. (referred to as “Events”), which are not organized or sponsored by the Registered Charity itself. You agree that neither Colorado Gives, Colorado Gives Foundation, their sponsors and affiliates, and their respective officers, directors, shareholders, members, managers, employees, and agents (collectively, “Colorado Gives Parties”), endorse, authorize, or approve of such Events and they have no involvement in, or control over the planning, organization, or conducting of such Events. You acknowledge and agree that you take full responsibility to assume all risk in conducting such Events and soliciting participation. You agree that none of the Colorado Gives Parties will be liable to you and/or to any third party for any direct, indirect, consequential, exemplary, special, punitive, or incidental damages arising from your sponsoring such Events. You may not promote any Events in a manner that would give the appearance that it is organized, endorsed, and/or sponsored by the Registered Charity unless you have the Charity’s express written permission to do so.

### **Limited License and Acceptable Use**

We hereby grant you a limited, non-exclusive license to create fundraisers on the Website and to use the photos, videos, graphics, information, other online tools and resources, and related services available on the Website (collectively, the “Tools”) solely in accordance with these Term of Use for the purpose of raising contributions for the cause advertised on your fundraising page.

## **DONATING ON COLORADOGIVES.ORG**

### **Tax-Deductible Contributions to Charitable Causes**

Donations made on the Website in support of Registered Charities, or fundraisers connected to the organization (“Projects of Registered Charities”) (collectively, “Charitable Causes”) are complete and final charitable gifts to Colorado Gives Foundation and are not refundable. Colorado Gives Foundation is a tax-exempt public charity described in Section

501(c)(3) of the Internal Revenue Code. Your donation to a Charitable Cause made through the Website goes to and will be receipted by Colorado Gives Foundation.

### **Charged Back or Refunded Donations**

In accordance with IRS regulations, Colorado Gives Foundation enforces a strict “No Refunds” policy for contributions. However, the Foundation recognizes circumstances wherein reversal of transactions are necessary.

### **Mightycause**

The Website is hosted by Mightycause Corporation, a third party platform provider. By using ColoradoGives.org as either a donor or a Registered Charity you agree to the terms of use and privacy policy outlined at [https://www.mightycause.com/a/terms\\_and\\_privacy](https://www.mightycause.com/a/terms_and_privacy).

### **Plaid Payment Processing**

Colorado Gives Foundation offers payments through Plaid (“Plaid”), a third-party payment processor.

We allow you to connect your ColoradoGives.org account with your bank account for the purpose of processing donations. By connecting your account, you agree to grant ColoradoGives.org and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from your relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid end user [privacy policy](#).

### **Security**

We take security seriously and we take reasonable measure to protect our user’s information. All transaction and credit card information are processed by third parties who are required to encrypt user information using SSL certificates and to undergo regular

scans for PCI compliance. We are not, however, responsible for any information you share with other users of the Website or other third parties.

### **Credit Card Anti-Laundering Policy**

Only the authorized credit card holder may donate on the Website. A third party may not use the donor's card information or enter donations on behalf of the donor. This practice is known as "credit card laundering" and violates Visa and MasterCard usage agreements. Colorado Gives Foundation may report any such abuses to the appropriate authorities. This restriction does not preclude the use of computer terminals or kiosks, with access to the Website, for the authorized credit card holder to utilize in order to make a donation.

### **No Goods and Services in Exchange for Donations to Charitable Causes**

Federal law prohibits charities from promising or providing goods and services (e.g., tickets to events or raffles) in exchange for receiving a charitable donation. Additionally, you cannot restrict your donations to Registered Charities for partisan political purposes, to pay for memberships, dinners, or for other activities that provide a person with a personal benefit, to purchase raffle tickets, to pay for any personal expenses of relatives (including but not limited to tuition), or to provide any more than insubstantial benefit to an individual.

### **Ultimate Responsibility for Donor Expressions of Preference about Use of Funds**

The Website provides an opportunity for you as a donor to indicate preferences for specific use of the funds you donate in fields provided on the donation form. If you express such a preference, it will be noted in the donation report made available to the applicable Registered Charity Admin(s) and/or Fundraising Page Admin. However, indication of such a preference does not guarantee you that funds will be used in a manner consistent with any such preference, and Colorado Gives Foundation is not responsible for or shall not be held liable for the ultimate handling of such preferences. You hereby acknowledge that any

designation of a donation's use is merely an expression of preference and does not give rise to any contractual obligations or donor restrictions.

### **Giving Card Redemption**

Redemption of a Giving Card can be used by the recipient for contributions to Registered Charities on the Website. Giving Cards have no monetary value, are not refundable, are valid for one year, and may not be sold. Upon expiration of a Giving Card, the value of the card shall be added to the Foundation's general operating fund. An advisement through redemption of a Giving Card is not a tax deductible contribution. You acknowledge that the prohibitions on receiving any personal benefits described in these Terms, equally apply when redeeming a Giving Card or making any other advisement on the Website.

## **TERMS OF USE**

### **WEBSITE CONTENT**

The intellectual property rights, including but not limited to copyright, trademark, patent, trade dress, derivative works, moral rights, trade secrets, and proprietary information in all content that appears on the Website and that is used by Colorado Gives and/or Colorado Gives Foundation in conjunction with the services being provided (other than User Content as defined below), including but not limited to, information, text, data, photographs, audio, video, images, graphics, documents, logos, and other content, associated technology and software, and the look and feel of the Website (collectively, "Website Content"), are owned by Colorado Gives Foundation or its licensors. Except as expressly permitted in these Terms, you agree not to copy, alter, frame, distribute, publish, sell, prepare derivative works based on, or commercially exploit the any Website Content, without express written permission from Colorado Gives Foundation or its licensors.

### **USE OF LOGOS**



Unless (1) you have an appropriate license directly from the Registered Charity you cannot use the Featured Charity's logos or stylized versions of its name ("Logos") in your Fundraising Page, any other advertising in raising funds for the Featured Charity, and/or with any products or services. However, you may refer to the Registered Charity's name solely in a generic "fair use" manner without using any of its Logos, or other trademarks.

## **COLORADO GIVES TRADEMARKS**

Colorado Gives Foundation grants you a limited, non-exclusive, royalty-free license to use the trademark "Colorado Gives 365™" solely on your Fundraising Page for purposes of raising funds for your Featured Charity through the Website. We reserve the right to monitor your use of its trademark "Colorado Gives 365™" and to require that you use it in conjunction with its quality control criteria or standards. We reserves the right to refuse or revoke permission to use the "Colorado Gives 365™" trademark any time, including in the event that you violate these Terms and/or engage in any activities which, in Colorado Gives Foundation's sole discretion, may result in (a) physical or other harm to any person or entity, (b) violation of any third party rights, (c) violation of any law, regulation, or ordinance, (d) damage or tarnishment of Colorado Gives' or Colorado Gives Foundation's reputation or goodwill, and/or (e) jeopardy to Colorado Gives Foundation's tax-exempt status. You may not incorporate any Colorado Gives or Colorado Gives Foundation trademarks within any trademark, trade name, or domain name created by you.

## **Appropriate User Conduct**

The services you are receiving from Colorado Gives (and the collaborative charitable services you may receive from the Colorado Gives Foundation) are provided for personal use to promote grassroots generosity and philanthropic charity. No one may use these services or the Website for any commercial purpose, or for any other purpose without our prior written consent.

You may not use the services provided by Colorado Gives and the Foundation or the Website for any illegal or unauthorized purpose. While using the Website, you must comply with all applicable domestic and international laws, statutes, ordinances, and regulations.



## **Appropriate User Content**

The Website may allow you and other users to upload, post, and/or share information, text, data, photographs, audio, video, images, graphics, logos, symbols, documents, and other content (collectively, “User Content”). Colorado Gives permits you to use the Website and the tools provided to you on the Website (“Tools”), and the services provided subject to your acknowledging and agreeing to the following conditions:

User Content posted by yourself and other users of the Website does not necessarily reflect our views.

We will seek to remove or edit, with or without notice to you, any User Content that we deem to be unlawful, obscene, or in violation of these Terms. We may, but are not obligated to, remove any other User Content that we determine in our sole discretion is fraudulent, threatening, libelous, defamatory, or otherwise objectionable, or infringe or violate any party’s intellectual property or other proprietary rights. Our failure to block or remove any User Content, however, is not a warranty, endorsement, representation, or guarantee regarding such User Content.

The posting of User Content on the Fundraising Page is solely the responsibility of each Fundraiser. Colorado Gives does not assume responsibility for the accuracy of any information, ideas or opinions posted by users and is not liable for any claims, damages or losses resulting from such information, ideas, or opinions.

You have sole responsibility for your User Content and the consequences of posting User Content to the Website. You bear sole responsibility for the consequences of posting User Content.

You agree that the User Content will accurately describe the collection and intended use of contributions made via the Website.

You represent and warrant that your User Content does not infringe the copyright, trademark, publicity/privacy right, and/or other intellectual property or proprietary rights of any third party, including but not limited to that of Registered Charities on the Website

You agree not to:

- advertise or sell any goods or service. This includes your agreeing not to upload to, post, share, or otherwise publish through the Website any content that is commercial in nature, including but not limited to promotional material, advertising, or solicitation for goods or services (other than materials that directly further your charitable fundraising).
- operate, conduct, or promote, directly or indirectly, raffles, lotteries, or other similar gaming activities, whether for charitable purposes or otherwise.
- use the Website and/or Tools in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- upload, post or distribute any User Content which, in Colorado Gives sole determination, is false, indecent, defamatory, disparaging to the reputation of any individual or business, obscene, offensive, threatening, profane, harmful to minors in any way, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, violent, tasteless, denigrating, insensitive, pornographic or sexually oriented, or otherwise objectionable, or would constitute or encourage a criminal offense or other illegal activity, and/or violate the rights of any party or any law.

You agree not to engage in any conduct that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or offensive descriptions of sexual matters.
- encourages conduct that would constitute a criminal offense or that gives rise to civil liability.
- violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights.
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

- impersonates any person, business or entity, including Colorado Gives, Colorado Gives Foundation, or its officers, directors, employees and agents.
- violates these Terms or any other policy posted on the Website.
- interferes with others' use of the Website or the services provided by Colorado Gives and the Foundation.

By posting, uploading, or otherwise sharing your User Content on the Website, you:

- grant to Colorado Gives and Colorado Gives Foundation a perpetual, non-exclusive, royalty-free, license to use the User Content for all purposes in furtherance of its purpose and mission, including but not limited to: displaying on the Website, sublicensing to a Registered Charity, creating derivative works based on the User Content, and/or other uses for promoting a Registered Charity.
- permit, but not require, Colorado Gives to identify you as the provider of such User Content.
- represent and warrant that you have all necessary rights to grant the foregoing permissions.
- grant to Colorado Gives Foundation and other users of the Website the right to access, display, view, store, and/or download such User Content, and post or forward such User Content to others.
- You agree that Colorado Gives and Colorado Gives Foundation have no liability or responsibility for the storage or deletion of any User Content that you submit or post, or emails you send through the Website.

You also agree not to knowingly upload, distribute, or otherwise publish any User Content to or through the Website that:

- contains any virus, spyware, worm, Trojan horse, or other computer malware, or post any other materials that may damage the operation of a computer.

- uses any means, including spiders, robots, crawlers, data mining tools, or the like to scrape or download data from the Website.
- constitutes or contains affiliate marketing, link referral code, junk mail, spam, chain letters, pyramid schemes, or unsolicited commercial advertisement, or the like.
- promotes or forwards surveys, contests, raffles, lotteries, pyramid schemes or chain letters or the like.
- contains any private, personally identifiable, financial, confidential, or proprietary information of another individual or entity without their written express permission.

### **Copyright Infringement Under the Digital Millennium Copyright Act (“DMCA”)**

In accordance with the United States Digital Millennium Copyright Act (“DMCA”) and the Online Copyright Infringement Liability Limitation Act (“OCILL”), 17 U.S.C. §§101, 512, Colorado Gives hereby serves the following DMCA/OCILL Notice to users of the services provided by Colorado Gives Foundation or the Website that:

- Colorado Gives Foundation has designated an agent to receive notices from copyright owners about alleged infringements by users of the Website and send notices to the Website users who post or send allegedly infringing material.
- Colorado Gives Foundation has registered the Website with the U.S. Copyright Office as an online service provider, including the name and address of the designated agent.
- Colorado Gives Foundation has adopted a policy of terminating access to the Website by users who are repeat copyright infringers.
- Colorado Gives Foundation accommodates and does not interfere with standard technical measures used by copyright owners to identify and protect copyrighted works, including but not limited to, digital watermarking.
- Upon receiving proper notification of an alleged infringement by a Website user, Colorado Gives Foundation shall expeditiously take down or block access to the copyrighted material.

- Colorado Gives Foundation has designated the following person to serve as Colorado Gives Foundation's agent to receive notifications of claimed copyright infringement in accordance with the DMCA and OCILL:

Name: Colorado Gives Foundation

Address: 5855 Wadsworth Bypass, Arvada, CO 80003

Phone: 720-898-5900

Email: [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org)

## ADDITIONAL LEGAL PROVISIONS

### **Disclaimer of Warranties**

The Website and Tools are provided to you "as is" without warranty of any kind. We disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability, or availability of any Website Content or Tools, or other information or materials displayed on the Website. We also expressly disclaim to the fullest extent permitted by law any and all responsibility and liability for the conduct of any charity, any other Volunteer Fundraiser, and any donor. Colorado Gives Foundation hereby disclaims all warranties either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and noninfringement; and other warranties. Colorado Gives Foundation is not engaged in the provision of legal, tax, or other professional advice or services. If you are in need of such services, you should contact the appropriate licensed and qualified professional.

### **Liability Limitation**

YOU AGREE THAT NEITHER COLORADO GIVES, COLORADO GIVES FOUNDATION, NOR ANY OF THEIR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MANAGERS, MEMBERS, AND SHAREHOLDERS WILL BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO: THE WEBSITE OR THE SERVICES PROVIDED BY US (AND YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICES). ANY CLAIMS ARISING FROM THE WEBSITE MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE ON WHICH LIABILITY AROSE.

### **Hold Harmless and Indemnity**

Your use of the services provided by Colorado Gives and by Colorado Gives Foundation is entirely at your own risk. You will hold harmless and indemnify us, our officers, directors, employees, and agents from and against any third-party claim arising from or in any way related to your use of the services provided by us or the Website, including without limitation any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

### **Links to Other Websites and Content**

We may include links to third-party websites or services and may link you automatically to sponsor or third-party websites or services. These links do not mean that we review or endorse these third-party sites or services. We provide such links when we believe such links may be helpful, but we do not monitor or accept any responsibility for such sites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate, so you proceed to these links at your risk and responsibility. You acknowledge that we are not responsible or liable for any content, advertising, products, services, or other materials on these third-party sites. Any dealings that you have with advertisers or other third-parties who may be found on or linked from the Website are between you and the advertiser, for

which you assume full responsibility and you acknowledge that we are not liable for any loss or claim you may have against an advertiser.

### **Changes to Services, Website, and the Terms of Use**

We reserve the right to modify or terminate the services you are receiving from us or the Website for any reason, and without notice, without liability to you or any third party. We also reserve the right to modify these Terms with concurrent notice on the Website. You are responsible for regularly reviewing these Terms so that you will be apprised of any changes. Your continued use of the Website following any changes to these Terms is your agreement to the changes and you are bound by the then-current version of these Terms. If any changes to these Terms are unacceptable to you, you must cease use of the Website.

### **International Use**

The Website is controlled and operated from within the United States. Colorado Gives makes no representation that the Website is appropriate or available in locations outside the United States. Those who choose to access the Website from other locations are responsible for compliance with applicable laws. International users must comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence.

### **Term and Termination**

These Terms apply to your use of the services provided by us and the Foundation and the Website at all times. Colorado Gives Foundation reserves the right to change the Website without notice to you, at any time. You may terminate under these Terms at any time by deleting your Fundraising Page or by emailing [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org), or your usage may be terminated by us at any time and for any reason. Upon termination or expiration of these Terms, your obligations and our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions survive, but your right to use the Website immediately ceases.



We reserve the right, at our sole discretion, to immediately, with or without notice, suspend or terminate these Terms of Use, and/or your access to all or a portion of the Website and/or remove any registration information or User Content from the Website, for any reason (including if you breach of any of the provisions of these Terms of Use). We also reserve the right to change the Website without notice to you, at any time.

## **Miscellaneous**

These Terms constitute the entire agreement between the parties with respect to all of the matters herein and supersedes all other agreements, understandings, and discussions of the parties. If any provision of these Terms shall be held to be unlawful, void, or unenforceable, then that provision shall be deemed severable from these Terms and will be deleted and replaced by a valid and enforceable provision which achieves, as far as possible, the same objectives as the severed provision was intended to achieve. The remaining provisions of these terms and conditions shall continue in full force and effect. No waiver or forbearance to seek a remedy by any party of any breach by any other party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation, or agreement.

You may not assign, sublicense, or otherwise transfer any right or obligation set forth herein without our prior written consent. Any purported assignment in violation of the preceding sentence is void and of no effect. These terms and conditions are binding upon the parties' respective successors and permitted assigns. Except as otherwise expressly provided herein, all remedies provided for herein shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

Nothing contained in these Terms shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as agents, partners, joint ventures, co-owners, employer/employee franchisor/franchisee, or otherwise as participants in a joint or common undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purposes whatsoever.

These Terms shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. Any disputes arising under or related in any way to these Terms or

the Website shall be litigated or otherwise heard in the state or federal courts located in the Jefferson County, Colorado and the parties hereto hereby consent to the exclusive jurisdiction of such courts.

We may assign any of its rights or obligations under these Terms to another party without notice or consent for any reason.

## **Contact**

For questions about these Terms of Use please contact us at: [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org)

# **PRIVACY POLICY**

## **Summary**

Our approach to privacy is simple—we are vigilant about protecting your privacy at all times. Your use of the Website constitutes your acceptance of this Privacy Policy and the Terms of Use. If you do not accept any aspect of the Policy you should not use the Website. This policy is designed to assist you in understanding what information you may be asked to provide, how the information is used and shared, and how you can control the information via our website [coloradogives.org](http://coloradogives.org) (“Website”). We will not use or share your information with anyone except as prescribed in this Privacy Policy (“Policy”).

## **Information We Ask You to Provide**

If you choose to create an account with us, you will be asked to select a username and password. We will ask you to provide certain personal information, such as first name, last name, and email address, in creating your user profile. Once created, the user profile will be viewable by the general public (you may, however, disable this option via your profile

settings). If you donate via the Website, we will also ask you to provide your mailing address for tax-deductible receipt purposes.

Each Registered Charity has its own policies regarding privacy of donor information. Please contact the charities you contribute to directly to learn about their privacy policies.

You may also post information, such as comments, texts, images, videos, and other content (“Materials”) to the Website. Any Materials you post to the Website may be viewable by the general public and are governed by our Terms of Use.

### **Donor Information**

Privacy and security of donor information is of vital importance to us. We will not share or sell names of donors without their consent. When you contribute to any cause on the Website or purchase a Giving Card, you grant us permission to access your donation records at any time and to use the information you provide to process your donation. You must indicate at the time of making your donation that you do not want your name to be made publicly available by the Registered Charity in its annual reports or otherwise. We will provide your information to the Registered Charity, to the Regional Champion with which the Registered Charity is associated, and to third parties who we have determined have a legitimate, non-commercial interest in funds to which you may donate, and/or fundraiser online reports identifying, where available, your name, address, email, and transaction accounting details, and as required by law.

### **Text Messages**

We offer donors the opportunity to receive mobile text messages. If you choose to opt in, you may receive SMS text messages with information regarding Colorado Gives Day, donation opportunities, and information from participating nonprofits. You can opt-out of text message at any time by following the instructions below.

### **Consent**

When you Opt-in to text messages you agree:

- To these terms, the use and processing of your personal information in accordance with this privacy policy.
- Message frequency varies. By opting-in, you agree that Colorado Gives may send fundraising or informational messages to your mobile telephone number through automated dialing technology.
- You are not required to enter this agreement as a condition of purchasing any goods or donating.
- You have entered the mobile telephone number correctly and you are the owner or authorized user of the number provided.
- You will contact us to let us know (within 48 hours) if your phone number changes or is reassigned.
- You understand that your mobile carrier's messaging and data rates may apply. All charges are billed by and payable to your mobile service provider. Colorado Gives and Colorado Gives Foundation does not charge you for receiving SMS text messages.

### **How to Opt-Out of Colorado Gives SMS Messages**

You can opt-out at any time, which will discontinue your use of Colorado Gives text messages:

- Send an SMS text message with the word STOP to +1 (720) 850-8600. You will receive one return SMS text message confirming you have been opted-out.
- Call 720-898-5900 Option 2 and request to be opted out of the program.
- Contact Colorado Gives via email at [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org). We request that you use the subject line "Unsubscribe from text messages." Please include your mobile phone number. You will receive a return email confirming you have opted-out.

## **Our Use of Information You Provide**

If you create an account with us, we may send transaction notifications, system notifications, and other communications to your email. We will also use the information you submit to the Website to facilitate completion of your donations made via the Website and to provide you with tools to manage and monitor your transactions.

Colorado Gives Foundation will make all information you submit to the Website available to the Registered Charity, any Regional Champions with which the Registered Charity is associated, other third parties who we have determined have a legitimate, non-commercial interest in funds to which you may donate, and/or online fundraising reports identifying, where available, your name, address, email, any other optional data provided by you during the donation process.

If you choose to make your donation and/or name hidden from the public, we will not share the amount and/or your name respectively publicly on our site and we will communicate your desire in our reporting to the Registered Charity.

Your information may also be provided to third parties – such as (for example) the credit card company, the sponsoring bank, and/or the bank issuing the credit card – for the purpose of processing the credit card (or other) charitable gift transaction. Should you provide us with information related to a matching gift, your information will be shared with third parties for the purpose of processing the matching gift donation.

Neither Colorado Gives Foundation nor Colorado Gives will, however, ever share your personal information, donation activity, or email address with any other third party without your prior consent (except as may be required by law – see “Legal Requirements” section below). We will use your contact information to send you information concerning your donation, including without limitation a donation confirmation and any notices about problems with your credit card.

## **Protection of Children**

Our Website is not structured, targeted, designed or intended to attract use by children under the age of 13. We do not knowingly solicit use by children under the age of 13. In

accordance with the Children's Online Privacy Protection Act, we will not intentionally accept information from users under the age of 13. By using this Website, you certify, warrant, and represent that you are at least 13 years of age.

## **Cookies and Technology**

This website may use cookies to distinguish you from other users of our website. These Cookies help us to provide you with a good experience when you browse our websites and also allow us to improve our sites. By continuing to browse the sites, or by submitting any forms on our sites, you are agreeing to our use of Cookies.

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ColoradoGives.org also uses Google Analytics which is a web analytics service offered by Google (<https://www.google.com>) that tracks and reports website traffic. We use Google Analytics to allow us to determine things such as the number of unique and returning visitors, how they were referred to our website, the length of time they spend on our website, the number of pages they visit, and other similar information. As part of Google

Analytics, we have also implemented the Google Tag Manager, Google signals, and Google Advertising Features which enables Google Analytics to report and remarket across devices. It provides deeper insights on who is visiting the website, allowing us to get a sense of the gender, age, and interests of people visiting the site. Visitors can edit their inferred demographic categories for websites or opt-out of Google Analytics Advertising Features by visiting Google Analytics' [currently available opt-outs](#) for the web. We will not facilitate the merging of personally-identifiable information with non-personally identifiable information collected through any Google advertising product or feature unless we have robust notice of, and the user's prior affirmative (i.e., opt-in) consent to, that merger. You may learn more about Google Analytics security by visiting its website.

### **How To Review and Make Changes to Your Information or Delete Your Information**

If you are a registered user of our Website, you can make changes to your user account information by logging in to the Website and using the account tools available via the Website. If you have any questions about modifying your account or preference information, please visit the customer service pages of our Website.

You may also request that your personal data be deleted in accordance with applicable law when a verified request is made in writing to [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org).

### **Legal Requirements**

Although such a situation may be unlikely, Colorado Gives Foundation may be required to disclose user information to appropriate authorities in accordance with law, whether by subpoena or other legitimate request, or if, in our business judgment, such disclosure is reasonably necessary to protect the rights, property, or personal safety of our Website, us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

### **Changes**



Any changes or updates to this Privacy Policy will be posted on our Website with the effective date listed at the top. By continuing use of the Website after we post any such changes, you accept the Privacy Policy as modified. Please check back often to read the most updated and amended Policy.

## **Questions Regarding Privacy**

If you have questions or concerns about this Privacy Policy, our privacy practices, or your dealings with us, please contact us by writing to [hello@coloradogivesfoundation.org](mailto:hello@coloradogivesfoundation.org) or 720-898-5900

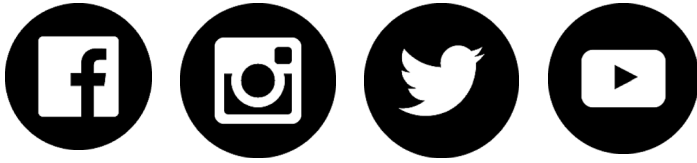
*Effective August 1, 2022*

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