

## **PRIVACY POLICY**

This website, located at [www.avanzarnow.org](http://www.avanzarnow.org) (the "Site"), is provided by AVANZAR - *formerly A PLACE FOR US, ATLANTIC COUNTY WOMEN'S CENTER* ("Company," "we," "our," or "us") to the person accessing the Site ("you," or "your").

### **1. Donor Privacy Policy Statement**

The Company is committed to honoring and protecting our donors' privacy. We guarantee we will not sell or trade our donors' personal or contact information, including email addresses or phone numbers, with any outside parties. If you have any questions regarding this policy, please contact **Claudia Ratzlaff, President and CEO at 609-601-9925 or in writing at 927 N. Main Street, Building D, Pleasantville, New Jersey 08232.**

### **1. Your privacy**

Your Privacy is important to us. AVANZAR's policy is to respect your privacy regarding any information we may collect from you across our website, <https://avanzarnow.org>. We only ask for personal information when we truly need it to provide a service to you. We collect it by fair and lawful means, with your knowledge and consent. We also let you know why we are collecting it and how it will be used. We only retain collected information for as long as necessary to provide you with your requested service.

What data we store, we will protect within commercially acceptable means to prevent loss and theft, as well as unauthorized access, disclosure, copying, use, or modification. We don't share any personally identifying information publicly or with third parties, except when required by law.

Our website may link to external sites that are not operated by us. Please be aware that we have no control over the content and practices of these sites and cannot accept responsibility or liability for their respective privacy policies.

If you have any questions about how we handle user data and personal information, feel free to contact us at **fran.wise@avanzarnow.org**.

This policy is effective as of January 15, 2025.

## **TERMS OF USE**

This website, located at [www.avanzarnow.org](http://www.avanzarnow.org) (the "Site"), is provided by **AVANZAR** - formerly A PLACE FOR US, ATLANTIC COUNTY WOMEN'S CENTER ("Company," "we," "our," or "us") to the person accessing the Site ("you," or "your"). We invite you to access and use our online services ("Services"), which are made available to you through a variety of portals, mobile apps, and platforms, including [www.avanzarnow.org](http://www.avanzarnow.org) and collectively with any such other platforms, (the "Platform").

We provide our Services subject to the following Terms of Use, which may be updated by us from time to time without notice to you. The Terms of Use are a binding agreement between you and the Company. Your access to and continued use of certain areas within the Website located at [www.avanzarnow.org](http://www.avanzarnow.org) (including any successor sites), including any portions of the Website that require, or may require, registration, constitutes your reading, understanding and acceptance, without limitation, of the terms and conditions of the Terms of Use. You agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, the "Agreement"). If you do not agree to any of these terms, then please do not use the Services. Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

### **1. You Agree to These Terms by Using the Site**

Your access to, and use of, the Site is subject to the following Terms of Use and all applicable laws and regulations. By accessing and using the Site, you accept, without limitation or qualification, these Terms of Use. Company may, at any time and without notice, modify these Terms of Use by revising them on the Site. Your continued use of the Site constitutes your acceptance of any such revisions. You should therefore periodically visit this page to review the current Terms of Use. You may not modify these Terms of Use except in a writing signed by Company.

If you do not agree and accept, without limitation or qualification, these Terms of Use, you must exit the site immediately.

### **2. Permitted Use of the Site**

The information and materials on the Site are provided for general informational purposes. You may use the Site solely for the purpose of learning about and/or accessing Company services or products. You may not use, reproduce or distribute the text, graphics, downloads, tools or any other content on the Site for any other purpose.

### **3. User Submitted Content**

The Site may, from time to time offer interactive features that allow users to submit content to the Site. Company does not and cannot review all such content, and is not responsible for such content.

You acknowledge that by providing the ability to view and distribute your user-generated content on the Site, Company is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability related thereto. However, Company reserves the right to block or remove communications or materials that it determines to be unacceptable to Company in its sole discretion.

Harassment in any manner or form on the Site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Company employee, host, or representative, as well as other members or visitors on the Site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law.

#### **4. Notice; Electronic Communications**

When you visit the Site or send e-mails to Company, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **5. Privacy**

Company's Privacy Policy is incorporated and made part of these Terms of Use. You hereby agree to such Privacy Policy. Any personal data (for example, your name, address, telephone number or e-mail address) that you transmit to the Site by electronic mail or otherwise will be used by Company in accordance with the Privacy Policy.

#### **6. Disclaimer - Warranty**

**WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, CONTENT (INCLUDING, WITHOUT LIMITATION, ANY REVIEWS, RATINGS, OR FINANCIAL DATA), OR USER CONTENT. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE CONTENT, THE SERVICES, AND USER CONTENT AT YOUR OWN RISK.**

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#### **8. Indemnification**

You agree to indemnify, defend, and hold harmless Company, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Site using your Internet account.

#### **9. Limitations of Liability**

YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER COMPANY, NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, NOR ANY OF ITS AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR ITS CONTENT, ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

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In an attempt to provide increased value to our visitors, Company may link to sites operated by third parties. However, even if the third party is affiliated with Company, Company has no control over these linked sites, all of which may have separate privacy and data collection practices, independent of Company. These linked sites are only for your convenience and therefore you access them at your own risk. Without limiting the foregoing, Company specifically disclaims any responsibility if such sites: infringe any third party's intellectual property rights; are inaccurate, incomplete or misleading; are not merchantable or fit for a particular purpose; do not provide adequate

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11. **Copyright**

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12. **Copyright Complaints**

Company respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at: **Fax (609) 601-2975 • Phone: (609) 601-9925 • or in writing at 927 North Main Street, Building D, Pleasantville, New Jersey 08232 • or via e-mail to [fran.wise@avanzarnow.org](mailto:fran.wise@avanzarnow.org).**

13. **Export Control**

Software and other materials downloaded or otherwise made available from the Site may be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Site may be downloaded or exported: into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan, Syria, or any other country to which the United States has embargoed goods; or anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders.

Company does not authorize the downloading or exportation of any software or technical data from the Site to any jurisdiction prohibited by the United States Export Control Laws.

14. **Law and Jurisdiction**

These Terms of Use and your use of the Site shall in all respects be construed and interpreted in accordance with and governed by the laws of the State of New Jersey. Any legal action or proceeding with respect to this Agreement or any transaction related hereto shall be brought in the courts of the State of New Jersey located in Atlantic County or in the United States District Court for District of New Jersey, located in

Newark New Jersey, and by the execution and delivery of this Agreement, each of the Parties hereto hereby consents for himself, herself and itself and in respect of his, her or its property to the exclusive jurisdiction of the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, to the extent permitted by applicable law, any objection, including, but not limited to, any objection to the laying of venue or based on the ground of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdictions in respect or relating to or concerning these Terms of Use and/or the Site or in which these Terms of Use and/or the Site are a material fact.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in the Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. The Agreement will inure to the benefit of our successors, assigns, licensees, and sub-licensees.

15. **Assignment**

Company may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

16. **Questions and feedback**

We welcome your questions, comments, and concerns about the Site. Please send us any and all feedback pertaining to the Site to **fran.wise@avanzarnow.org**.

17. **Effective Date:**

This notice became effective on January 15, 2025. Please note we reserve the right to revise this notice at any time. A current notice of our privacy practices may be obtained from our website at: [www.avanzarnow.org](http://www.avanzarnow.org).