



## **PathStone Corporation**

### **Website Privacy Statement, Terms of Use and Disclaimers**

#### **Please Read the Following Terms of Use and Disclaimers Carefully.**

PathStone Corporation (“**PathStone**”) respects the privacy of our clients and other visitors to this website. PathStone strongly believes that if electronic commerce and online activities are to flourish, consumers must be assured that information provided online is used responsibly and appropriately. To protect online privacy, PathStone has implemented the following policy. The purpose of this policy is to let you know how we handle the information you may submit to or provide on this website.

#### **Privacy; About the Information We Collect**

Most of the data and information we collect through our website is used only to help PathStone achieve its mission. It is our policy to collect and store only personal information that our clients, donors and other website visitors knowingly provide.

We do not collect any personal information from casual users browsing our website. When you use the public areas of our website, you are doing so anonymously. We do collect aggregate use information, such as the number of hits (visits) per page. We use aggregate data for internal and marketing purposes, but we don't collect any personally identifying information.

If while visiting our website you make a donation, request a service, register for an event, submit a technical assistance question, or request other information, you will be asked to provide certain information. In all cases, this information is submitted voluntarily. In most cases, we will ask that you provide your name, title and organization name (if applicable), address, telephone, and email address. If you're making a donation or registering for an event, you may be asked for credit card information in order to complete your transaction. PathStone will follow any federal or state guidelines regarding the protection of your personal information.

Our client and donor lists are not for sale. When you visit our website or become a client or donor, your name and mailing information will not be sold to a commercial organization.

#### **Use of Log Files - Information Routinely Collected and Stored**

PathStone's website automatically receives and records information on server logs from your browser including your Internet Protocol (IP) address and requested pages on the website. We use IP addresses to analyze trends, know the number of hits per page, administer the site, track users' movement on our site, and gather broad demographic data for aggregate use. IP addresses are not linked to personally identifiable information.

## **Security**

All of our users' information is restricted. Only employees and subcontractors who need the information to perform a certain task are granted access to personally identifiable information. In addition, the servers on which we store personally identifiable information are kept in a secure environment.

If you choose to provide us with personal information, perhaps to be placed on our mailing list or to request additional information via our webmaster e-mailbox, it will be used only for the purpose(s) you state. We collect such information only to respond to your requests. We do not share that information with others, and we do not collect information for commercial marketing.

## **Monitoring Website Use**

For site security purposes and to ensure that this service remains available to all users, this website uses software to monitor network traffic, and to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials.

Unauthorized attempts to upload or change information on this server are strictly prohibited and may be punishable by law.

PathStone may make information concerning website visitors available to law enforcement personnel and agencies as required by law or in order to enforce the Terms of Use, and may disclose such information if required by law or a judicial or governmental order or subpoena. Where permitted by law, PathStone may also disclose such information to law enforcement personnel and agencies, or use such information as part of legal process, in order to protect its property or in furtherance of an investigation regarding any unauthorized access to or use of the website or any illegal activities concerning a particular visitor.

Cookies are small bits of code that are sent to your computer when you logon to a website that allows us to identify you when you return to the site. PathStone uses cookies only to support the operations of our shopping cart. We do not use cookies to track your usage or any other personal information about you.

## **Donations or Purchases on the Website**

When a person donates to PathStone or buys a product or service online, for example, this donation or purchase is entered into your record in PathStone's database. We use the information to target our future communications, so we can send you news about events or resources pertinent to your interests.

## **Credit Card Numbers**

When our contribution, registration or order form asks you to enter your credit card number, that information is encrypted and is protected with encryption software. PathStone does not disclose your credit card account information to any other company

## **Disclaimer of Liabilities**

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The use of the services or the downloading or other acquisition of any materials through this website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from these activities.

Every effort is made to keep the website up and running smoothly. However, PathStone takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

In no event will PathStone, or any person or entity involved in creating or producing this website, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the site. You hereby acknowledge that the provisions of this section shall apply to all content on the website. The use of the services or the downloading of any materials from PathStone is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that may result from such activities.

This website, including but not limited to the online services, is provided "as is" and "as available," without warranty or condition of any kind, either express or implied. Without limitation of the foregoing, PathStone makes no guarantees or warranties as to the accuracy or completeness of results to be obtained from accessing and using PathStone information.

PathStone shall not be liable to any user or anyone else for any inaccuracy, error or omission, regardless of cause, in the PathStone information or for any damages resulting therefrom.

PathStone shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the website.

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### **Disclaimer of Warranties**

No advice or information, whether oral or written, obtained by you from PathStone or through or from this website shall create any warranty not expressly stated in these Terms of Use. This website, including but not limited to any services available through the website, is provided "as is" and "as available," without warranty or condition of any kind, either express or implied.

### **Risk of Error**

This website could include technical or other mistakes, inaccuracies or typographical errors. PathStone may make changes to the materials and services at this website, including the prices, dates and descriptions of services or programs, at any time, without notice. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the website.

Neither PathStone nor its affiliates shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within the site.

Without limitation of the foregoing, PathStone specifically disclaims any and all warranties, including, but not limited to:

1. any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, usefulness, or otherwise of the website, including but not limited to the online services, and the content thereon; and
2. any warranties of title, warranty of non-infringement, warranties or conditions of merchantability or fitness for a particular purpose.

### **Linked Sites**

This website contains links to other sites. Please be aware that PathStone is not responsible for the privacy practices of other websites, including those you may reach through banner ads featured on our website. We encourage our users to be aware when they leave our site and to read the privacy statements of each website that collects personally identifiable information. This privacy statement applies solely to information collected by this website.

Users may through hypertext or other computer "links" gain access to other sites on the Internet that are not part of PathStone webpages. PathStone assumes no responsibility for any material outside of PathStone webpages that may be accessed through any such "links," and does not exert any editorial or other control over those other sites.

You may be able to link to third parties' websites ("**Linked Sites**") from the PathStone website. Linked Sites are not necessarily reviewed, controlled or examined by PathStone in any way and PathStone is not responsible for the content, availability, advertising, products or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply PathStone endorsement of or association with the Linked Sites.

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### **Changes to Terms of Use**

PathStone may update these Terms of Use at any time and from time to time, in its sole discretion, by posting the amended Terms of Use on the website. The revised or amended Terms of Use shall be effective upon posting. Any access to or use of the website following such update shall be deemed consent to such update. All visitors are therefore encouraged to refer back to this page regularly. These Terms of Use may not be otherwise amended without the written consent of PathStone.

### **Miscellaneous**

The failure of PathStone to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.