



# DRESS FOR SUCCESS®

## CINCINNATI

### PRIVACY POLICY AND WEBSITE TERMS OF USE AGREEMENT

Approved by the Dress for Success Cincinnati Board of Directors January 23, 2018

#### **SUMMARY**

DRESS FOR SUCCESS® CINCINNATI (“Dress for Success Cincinnati” or “We”) respect your privacy and are committed to protecting it through our compliance with this policy (“Policy”). This statement summarizes the Company’s Privacy Policy and Website Terms of Use regarding use of our website located at [www.dfscincy.org](http://www.dfscincy.org) (“Website” or “Site”) and the collection of information we may obtain from you when you visit our Website and its affiliate links, as well as information submitted through the Website or its affiliate links. **If you do not accept these terms and conditions, do not use our site.**

Dress for Success Cincinnati is the sole owner of the information collected or submitted through our Website. Your use of this website and its affiliate links is subject to this Policy, and by accessing or using our Website you agree to this Policy. Therefore, it is important that you fully understand the conditions of our collection and use of such information. Please take a moment to read this Policy carefully before using and/or submitting information at our Website. We reserve the right to modify this Policy, which may change from time to time. Your continued use or access of our Website is deemed to be acceptance of these changes, so please visit the Policy periodically for updates. If you have any questions about this policy or wish to contact us, we can be reached via any of the following:

Dress for Success Cincinnati  
205 West 4th Street, Suite 900,  
Cincinnati, Ohio 45202  
Tel: (513) 651-3372  
Fax: (513) 651-3376  
[cincinnati@dfscincy.org](mailto:cincinnati@dfscincy.org)

#### **WHAT INFORMATION DO WE COLLECT?**

We value your trust and strive to safeguard any personally identifiable information (“PII”) that you may share with us. PII is information that can be used on its own or with other information to identify, contact, or locate an individual. PII collected may include:

- Name
- Address
- Email Address
- Credit/debit card information
- Demographic information
- Last four digits of your social security number

#### ***Privacy of Children***

We do not intentionally collect personally identifiable information from users of this site who are under the age of thirteen without parental consent. If we become aware that a user of the site is under the age of 13 we will remove that child’s personal information from our files, in accordance with the federal Children's Online Privacy Protection Act of 1998.

#### ***California Privacy Rights***

Under California's "Shine the Light" law, California residents who provide personal Information in obtaining products or services for personal, family or household use are entitled to request and obtain from us, once per calendar year, information about the customer Information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer Information and

the names and addresses of those businesses with which we shared customer Information for the immediately prior calendar year (e.g. requests made in 2017 will receive information regarding 2016 sharing activities). To obtain this information from us, please contact us at the following email address: [cincinnati@dfscincy.org](mailto:cincinnati@dfscincy.org) and write "Request for California Privacy Information" for the subject of your message. We will send you a reply e-mail containing the requested information once we confirm your request. Not all information sharing is covered by the "Shine the Light" requirements and only that information which is covered will be included in our response.

### **HOW DO WE COLLECT THIS INFORMATION?**

This PII may be submitted by you directly through our Website, including submitting referrals, signing up for our events, purchasing gift cards, entering sweepstakes, contests, or promotions, responding to a survey or marketing communication, contacting us through the Website's comment functions, or use of certain Website features. We also may gather information from you, including PII, from other third-party sources, which may be added to the information received directly from the website. This information may include usage details, device information, stored information and files (metadata), and location information.

We are the sole owner of the information collected on this Website. We collect information from our visitors in a number of different ways, as detailed below. The information we collect depends on what you do when you visit our Website.

#### ***Voluntary Submissions***

You may provide information through optional and voluntary submissions. These include signing up for emails, entering contests/sweepstakes, submitting a referral, and other such means. The information we collect depends on what you do when you visit our Site. Please note that we do not collect personally-identifying information about you, including your name, email address, telephone number or postal address, when you visit our Website, ***unless you choose to provide such information to us by subscribing to any alert, newsletter or related services (that we may offer from time to time), and/or contacting us regarding the Website or our services.*** If at any time you *do* provide us with such information, we will collect it.

#### ***Log Files and Analytical Information***

For each visitor to our Website, we may automatically gather certain information and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may collect and store this information on an individual basis and in aggregate, or combined, form. We may also collect both user-specific and aggregate information on what pages visitors may access or visit. We use this information to analyze trends, to administer the site, to track users' movements around the site, and to gather demographic information about our user base as a whole. We also use this information to improve the content of our web pages, and to customize the content and layout of our pages. All of this is done with the intention of making our Site more useful to visitors. We do not correlate this information with data about individual users.

We may use one or more third-party tracking services to track non-personally identifiable information about visitors to our Site in the aggregate. These third-party services may use JavaScript, pixels, transparent GIF files, and other means to enable us to learn which advertisements bring users to our Website. Any information we track in this manner is anonymous, limited to usage and volume statistics, and is used to provide insight into the effectiveness of our online marketing initiatives and strategies.

We do not divulge any information about an individual user to a third party unless it is in connection with Dress for Success Cincinnati programs or services.

#### ***Cookies***

We may use both session cookies and persistent cookies on this site. A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We may link the information we store in cookies to your personal information in order to provide a faster and more pleasant online experience. You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will

receive the warning message with each cookie. You do not need to have cookies turned on to use this site. If you reject cookies, you may still use our site, but your ability to use some areas of our site will be limited.

We may use session cookies to make it easier for you to navigate our site. We use session cookies to record session information, such as which web pages a user has visited, and to track user activity on the site. Session cookies expire when you close your browser.

We also may use persistent cookies to track and target the interests of our users to enhance the experience on our site. Persistent cookies remain on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your browser's "help" file.

### **HOW COULD YOUR INFORMATION BE USED?**

We will use information in connection with the purpose for which you provided it (e.g., to contact you with a response to a request for information and/or to provide services). We will communicate with you by email or telephone, in accordance with your wishes.

We may also use your PII to send you information on products, services, special offers and promotions in which you might have an interest. The means by which Dress for Success Cincinnati will use to contact you with this information will depend on the type of PII you have provided. For example, if you provide us with your email address, you may receive periodic promotional emails from us.

We may also use your Information to comply with any court order, law or legal process, including to respond to any government or regulatory request; or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

If you do not wish to receive special offers and other promotional information from us, you may opt out of receiving such communications.

### ***Use of Personally-Identifying Information by Third Parties***

As a general rule, Dress for Success Cincinnati will not disclose any of your Information except to our affiliated companies and except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it, or under the circumstances described below.

We do not rent or sell email addresses to third parties or otherwise share any non-anonymized personally-identifying information we collect, with any third parties (other than our affiliated entities) except as set forth below.

We reserve the right to transfer personally-identifying information to a third party in conjunction with the sale or similar transfer of Dress for Success Cincinnati and/or its assets.

We reserve the right to transfer personally-identifying Information to a third party as required by law or when we believe that disclosure is necessary to protect our rights, to comply with a court order or other legal process, and otherwise to cooperate with authorities in connection with investigations of crimes or other wrongdoing.

Notwithstanding the above, Dress for Success Cincinnati reserves the right to sell anonymized user data.

If we do share personally-identifying Information with an entity working on our behalf, we will employ commercially-appropriate procedures to help ensure that the disclosed Information is used only for authorized purposes by authorized persons, and that safeguards are in place to help maintain the security, integrity and privacy of the Information.

You may opt out of having your Information shared with entities working on our behalf, as discussed below. However, should you do so, you should be aware that we may not thereafter be able to provide you with our full range of services.

Please note that, although you can opt not to receive promotional messages, we reserve the right to send you informational email messages about any administrative notices regarding the Site and App, as permitted under the CAN-SPAM Act (15 U.S.C. §7701 et seq.).

### ***Third Party Sites***

This Privacy Policy applies only to information collected by this Website.

From time to time, this Website may link you to other sites (“***Linked Sites***”) that are not owned by Dress for Success Cincinnati. We do not control the collection or use of any information, including personally-identifying information, which occurs during your visit to the Linked Sites. Further, we make no representations about the privacy policies or practices of the Linked Sites, and Dress for Success Cincinnati is not responsible for the privacy practices of these Linked Sites.

Be careful of disclosing any of your personally identifiable information when leaving our Website. We encourage you to be aware when you leave our Site and to read the privacy statements of each and every website that collects personally identifiable information.

### ***Intellectual Property***

Please remember that the trademarks, service marks, graphics, text, and other properties appearing within this web site are the property of Dress for Success Cincinnati and its partner agencies. Information provided for downloading by visitors to our Website may be used for personal or non-commercial use only. Otherwise, properties may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the prior written consent of the Dress for Success Cincinnati or our partner agencies. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any copyright or other intellectual property right.

We encourage you to share your comments and questions with us. However, please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between your ideas and future products or programs. This means that we have no obligation to treat your idea submissions confidentially and that we can use them without paying you for them. Any and all idea submissions will be owned by the Dress for Success Cincinnati exclusively and may be used for any purpose, now or in the future.

### ***General Use and Site License***

This Site and its related services are intended only for use by those who are 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you are not 18 or older, and of the age of majority in the jurisdiction in which you reside, you cannot use this Site without the accompaniment and supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this Site by children, minors and others under your care, and you agree to be responsible for their use of this Site. Any use of this Site by persons not of the age of majority in the jurisdiction in which they reside and without parental consent can result in immediate termination of your use of this Site and/or any affiliated services.

We grant you a limited, nonexclusive and revocable license to make use of the Site, including on any mobile devices you may own. You may view, copy, download or print materials from this Site for your own internal use. In this context, “internal use” does not include posting, uploading or otherwise publishing the materials to any other site absent our express written permission. This license does not include any rights not specifically enumerated herein. You agree to use this Site only for lawful purposes and in accordance with the terms and conditions contained herein.

This license does not include the right (a) to modify, adapt, translate, copy, reproduce, imitate, distribute, publish or resell the Site or any of the content on the Site, including but not limited to the trademarks and copyrights of Dress for Success Cincinnati and its affiliates, or to make derivative use of the Site or its contents; (b) to make commercial use of the Site or any of its contents; (c) to bypass any technical measures used to prevent or restrict access to any portion of the Site; (d) to reverse engineer, decompile or disassemble the Site, or to convert into human readable form any of the contents of this Site not intended to be so read, including but not limited to using or directly viewing the underlying code for the Site except as interpreted and displayed in a web browser; (e) to use any data mining, robots, or similar automated data gathering and extraction tools to access the Site; (f) to violate or attempt to violate the security of the Site, (g) to interfere with or attempt to interfere with the proper working of the Site; (h) to alter or modify, or attempt to modify, any part of the Site; (i) to attempt to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing or any other means; or (j) to use reports, content, electronic documentation or other materials available on the Site to feed any downstream product, application or website.

You agree not to use the Site for any purpose that is unlawful or prohibited by this Policy or to solicit the performance of any illegal activity, to stalk or harass other users of the Site, or to engage in any other activity which infringes the rights of Dress for Success Cincinnati or any other third parties. You agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site.

You acknowledge that your use of this Site is at our sole discretion, and your license to use the site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of this Site. Following termination of this license, the terms of this Policy shall still apply to the extent practicable.

***Disclaimer of Warranties; Indemnification; Resolution of Disputes***

Dress for Success Cincinnati provides this Site and the associated goods and services in connection with one or more affiliated companies and third party agents. Any terms and conditions related to the disclaimer of warranties, your obligation to indemnify Dress for Success Cincinnati, and your available remedy in the event of any dispute apply equally with respect to these affiliated companies and agents.

THIS SITE, ITS CONTENT, AND ANY ASSOCIATED SERVICES ARE PROVIDED BY DRESS FOR SUCCESS CINCINNATI ON AN "AS IS" AND "AS AVAILABLE" BASIS. DRESS FOR SUCCESS CINCINNATI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, TO THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE, OR TO THE FUNCTIONALITY OF ANY SERVICES ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, DRESS FOR SUCCESS CINCINNATI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF WORKMANLIKE EFFORT, OF SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, DRESS FOR SUCCESS CINCINNATI MAKES NO REPRESENTATIONS OR WARRANTIES THAT THIS SITE AND/OR ITS CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. DRESS FOR SUCCESS CINCINNATI IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS ON THIS SITE. DRESS FOR SUCCESS CINCINNATI DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS OR COMPUTER CODE THAT MAY BE TRANSFERRED TO YOUR COMPUTER WHEN DOWNLOADED. IF YOUR USE OF THE WEBSITE AND OF THE CONTENT CONTAINED THEREIN RESULTS IN THE

NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, DRESS FOR SUCCESS CINCINNATI IS NOT RESPONSIBLE FOR THOSE COSTS.

BY USING THE SITE, YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE, INCLUDING YOUR USE OF ANY AND ALL ASSOCIATED CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, AND ANY ASSOCIATED SERVICES IS SOLELY AT YOUR OWN RISK. DRESS FOR SUCCESS CINCINNATI DOES NOT WARRANT OR GUARANTEE THAT ITS SITE, SERVERS OR EMAILS SENT BY OR ON BEHALF OF DRESS FOR SUCCESS CINCINNATI ARE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS, NOR THAT ALL COMMUNICATIONS WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

DRESS FOR SUCCESS CINCINNATI WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF OR INABILITY TO USE THIS SITE OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF DRESS FOR SUCCESS CINCINNATI HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, DRESS FOR SUCCESS CINCINNATI WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF THIS SITE, OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THIS SITE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON DRESS FOR SUCCESS CINCINNATI COMPUTERS AND/OR SERVERS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

You agree to indemnify, defend and hold harmless Dress for Success Cincinnati, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees, from and against any claim, demand, damages, cost and expenses, including reasonable attorney fees, arising from or related to your use of this Site and the services provided in connection with the Site, or your breach of any provision of this Policy or any warranty provided hereunder.

You agree that if you are dissatisfied with the Site or any services offered in connection with the Site, if you do not agree with any part of this Policy, or you have any other dispute or claim with or against Dress for Success Cincinnati with respect to this Policy or the Site, your sole and exclusive remedy is to discontinue using the Site and any services offered in connection with the Site.

This Policy represents the entire understanding between the parties regarding your use of the site, and supersedes all other agreements, express or implied, between them. This Policy shall not be modified except as provided for herein or except in writing, signed by an authorized representative of Dress for Success Cincinnati. If any provision of this Policy is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Policy shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Policy. Dress for Success's failure to act with respect to a breach of this Policy by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Policy.

### **QUESTIONS/CONCERNS**

If you believe that Our Website is not following our stated information policy, you may contact us at the above address, or state or local chapters of the Better Business Bureau.

## **CONSENT**

By using our Website, you consent to the collection and use of this information by Dress for Success Cincinnati. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.