Privacy Policy/ Terms & Conditions

Your privacy is important to Beverly's Birthdays. This privacy statement discloses the privacy practices for www.beverlysbirthdays.org and describes our online information practices and the choices you can make about the way your information is collected and used on this site.

If you have questions about this privacy statement please contact us by email at getinvolved@beverlysbirthdays.org, by telephone at 412-720-9737 or write to us at: 31 Robbins Station Road, North Huntingdon PA 15642.

Collection and Use of Information

Visitors to our website are not required to reveal any information about themselves. Our web server automatically collects IP addresses, but not individual email or domain addresses, to compile data such as the number of visits to our site, what pages are visited, average time visited, etc. This anonymous data helps us measure and analyze site usage so that we may improve the design and content of our site. We do not link this information to personally identifiable information.

There are some sections of this site where you may choose to provide personal information, such as name, address, telephone number, email address and birthday month, to Beverly's Birthdays. These areas include:

- Joining our mailing list
- Submitting a "Contact Us" or "Food Donation" form
- Making a tax-deductible donation

The information we collect is used to fulfill your request and WILL NOT BE SHARED WITH OTHER ORGANIZATIONS FOR COMMERCIAL PURPOSES. We may also use this information to notify you about updates to our website and/or contact you for marketing purposes. If you supply us with your postal address or email address on-line, you may receive periodic mailings from us with information about our services or upcoming events. If you do not wish to receive such mailings, please let us know by contacting us via email, phone or postal mail. See above for contact information. Persons who supply us with their telephone numbers on-line will ONLY receive telephone contact from us with information regarding orders they have placed on-line — NO SOLICITATIONS.

This information may be disclosed when legally required to do so, at the request of governmental authorities conducting an investigation, to verify or enforce compliance with the policies governing our Web site and applicable laws or to protect against misuse or unauthorized use of our Web site.

Access to your Personal Information

We may collect personal information such as name, address, telephone number, email address and birthday month if supplied by the user. Where appropriate, payment information (e.g., credit card number and billing address) is collected but not stored. This information will not be shared with other organizations for commercial purposes.

Upon request we will provide a site visitors with access to all information that we maintain about that site visitor including transaction information (e.g., dates of purchases, amounts and types of purchases) and contact information (e.g., name, address, phone number). We also offer visitors the ability to have

inaccuracies corrected in their contact information. Consumers can access and update this information by contacting us via email, phone or postal mail. See above for contact information.

Security

We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site. When we transfer and receive certain types of sensitive information such as financial or health information, we redirect visitors to secure pages on our server.

Cookies

A cookie is a message given to your web browser and stored as a text file. This file transmits information back to the web site's computer to collect information about your activities on the site or make it easier to use certain site functions. The main purpose of cookies is to identify users and possibly prepare customized web pages for them.

We use cookies to record user-specific information on what pages users visit and record past activity at a site in order to provide better service when visitors return to our site. We do not use cookies to collect or store personal information about our web site visitors.

Links to other Websites

Our site contains links to other web sites. This privacy policy applies solely to information collected by www.beverlysbirthdays.org. We encourage you to read and be aware of the privacy policies of all websites you visit.

Ad Servers

We do not partner with or have special relationships with any ad server companies.

Privacy Policy Changes

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in this privacy policy. If our information practices change at some time in the future we will post the policy changes to our Web site to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our Web site periodically. Customers may prevent their information from being used for purposes other than those for which it was originally collected by contacting us via email, phone or postal mail. See above for contact information.

If you feel that this site is not following its stated information policy, you may <u>contact</u> us via email, phone or postal mail.

User Agreement

Beverly's Birthdays maintains this web site for your information, use and convenience. By accessing, browsing or otherwise using this web site, you agree to the terms of use found below.

Beverly's Birthdays reserves the right to change these terms of use at any time.

- 1. Laws and Regulations Your access to, and use of, the Beverly's Birthdays web site is subject to all applicable international, federal, state and local laws and regulations.
- 2. Copyright / Trademarks All content included on this web site, including trademarks (registered and unregistered), text, graphics, logos and service marks (collectively, the "Marks") is the property of the Beverly's Birthdays and other parties. The Beverly's Birthdays hereby grants a limited license to you to display, copy, distribute and download Marks on this web site for the sole purpose of your personal, non-commercial use of the services of this web site. You are prohibited from using any Marks for any commercial purpose, including, but not limited to, use as metatags on other pages or web sites on the World Wide Web, without the written permission of Beverly's Birthdays or such third party that may own the Marks. All information and content ("Content"), is protected by U.S. and international copyright laws. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through this web site for commercial or public purposes. Nothing in this Agreement confers any rights in the Marks to you that are not specifically mentioned in this Agreement.
- 3. Transmission of Personal Data You acknowledge, consent and agree that by providing the Beverly's Birthdays with any personal or proprietary information through this web site, you consent to the transmission of such personal or proprietary information according to the Beverly's Birthdays standard business practice and current Privacy Policy.
- 4. Your Registration Obligations In consideration of your use of this web site, you agree to: (a) provide accurate, current and complete information as prompted by the web site registration form and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete or outdated, or Beverly's Birthdays has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or outdated, Beverly's Birthdays has the right to suspend or terminate your account and refuse any and all current or future use of this web site or its services by you. Your failure to abide by any other terms and conditions of this Agreement automatically revokes your authorization to use this web site, including a termination of any license granted in this Agreement.
- 5. Disclaimers THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, INFORMATIONAL CONTENT, SYSTEM INTEGRATION OR ACCURACY, OR QUIET ENJOYMENT. BEVERLY'S BIRTHDAYS DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THIS WEB SITE BY ANY OTHER PARTY. UNDER NO CIRCUMSTANCE WILL BEVERLY'S BIRTHDAYS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THIS WEB SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THIS WEB SITE. BEVERLY'S BIRTHDAYS DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, ERROR FREE OR SECURE ACCESS TO OUR SERVICES, AND OPERATION OF THIS WEB SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. BEVERLY'S BIRTHDAYS MAKES NO WARRANTY THAT THESE PAGES, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER DISABLING ELEMENTS.

Refund Policy

Donations to Beverly's Birthday can be refunded if we are notified within a 48 hour time period. Please contact us at getinvolved@beverlysbirthdays.org or 412-720-9737.