Asilia Charitable Corporation Terms of Service

Please read these Terms of Service (collectively with Asilia Charitable Corporation's Privacy Policy (www.asiliagiving.org), the "<u>Terms of Service</u>") fully and carefully before using www.asiliagiving.org (the "<u>Site</u>") and the services, features, or content offered by Asilia Giving ("Asilia", "<u>We</u>", "<u>we</u>", "<u>we</u>" or "<u>our</u>") (together with the Site, the "<u>Services</u>"). The term "<u>You</u>" or "<u>you</u>" shall refer to any person or entity who views, uses, accesses, or browses any content or material to the Site. These Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services.

About the Causes Featured on the Site. The Services allow you to learn more about and donate to any of the projects, regions, causes and campaigns listed on the Site ("<u>Causes</u>"). Every Cause featured has a contractual agreement with Asilia authorizing Asilia to collect donations on its behalf. Causes are listed on this Site at Asilia's discretion, however we cannot accept responsibility for the activities of the Causes. A charity must have the appropriate authorization, permit or license to operate as a charity, as required by the local laws of the territory in which it operates.

1. Acceptance of Terms of Service.

- a. By using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.
- b. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.
- c. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.
- d. ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.
- 2. **Eligibility**. You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.
- 3. **Registration**. When you use the Services, you must provide accurate and complete information. You shall not use a name of another person with the intent to impersonate that person.

4. Payments and Billing.

- a. **Donations**. Certain of our Services may be subject to payments now or in the future, including when you chose to make a donation (a "<u>Donation</u>") to a Cause. All the money (less bank charges) you donate to a Cause though the Services will be distributed to that Cause. If the Cause desires to obtain your email address following your donation, Asilia reserves the right to do so. The Payment Processor (defined below) will retain a transaction fee for facilitating the transaction. Please note that any payment terms presented to you in the process of making a Donation are deemed part of this Agreement.
- b. **Funding Donations**. When you chose to use a credit card for your Donation, we use a third-party payment processor (the "<u>Payment Processor</u>") to bill you through a payment account on the Services (your "<u>Billing Account</u>") for making a Donation. The processing of Donations will be subject to the terms, conditions and

privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. By choosing to make a Donation, you agree to pay the Cause, through the Payment Processor, all Donation amounts you specify in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make Donations using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

- c. **Refunds**. Subject to the requirements of applicable local laws, once your Donation is made, it will only be refunded to you with the prior written consent of the Cause to whom it has been made, regardless of whether or not the Donation had been paid to the Cause through Asilia. Before a donation is refunded, the relevant Cause must agree that Asilia may, subject to local applicable laws, deduct the amount to be refunded from subsequent payments to be made by Asilia to the Cause.
- d. **Use of Donations**. Asilia does not warrant that your Donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding the recipient Cause's use of any Donation you may make through the Services or for any misuse or non-use of such Donations by the recipient Cause. After Donations are made, all further dealings are solely between the donor and such recipient Cause. Please note that recipient Cause reserves the right to use your Donation for their general purposes. They will use your Donation for any purpose in accordance with their own rules. Asilia cannot guarantee that funds will be earmarked for a particular appeal. If you want your Donation to be used for a specific purpose or for a particular appeal you should contact the organization and make your Donation directly to them.
- e. **Tax Rules**. Asilia is not an accounting, taxation or financial advisor, and you should not rely on information given on the Services to determine the accounting, tax or financial consequences of making a Donation to a Cause. We strongly recommend that you consult your own adviser(s) about any accounting, taxation or financial consequences that may affect you.
- f. **Payment Method**. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.
- g. **Current Information Required**. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR NAME.

5. Content.

- a. **Definition**. For purposes of these Terms of Service, the term "<u>Content</u>" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.
- b. **Notices and Restrictions**. The Services may contain Content specifically provided by us or our partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.
- c. Use License. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

6. Rules of Conduct.

a. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of

Service. You are responsible for all of your activity in connection with the Services.

- b. You shall not (and shall not permit any third party to) either (a) take any action or (b) submit or otherwise distribute or facilitate distribution of any Content on or through the Service that:
 - i. you know is false, misleading, untruthful or inaccurate;
 - ii. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
 - iii. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
 - iv. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
 - v. impersonates any person or entity, including any of our employees or representatives; or
 - vi. includes anyone's identification documents or sensitive financial information.
- c. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.
- d. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.
- e. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.
- 7. **Third Party Services**. The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

8. Warranty Disclaimer.

- a. We have no special relationship with or fiduciary duty to you. You acknowledge that We have no duty to take any action regarding:
 - i. which users gain access to the Services;
 - ii. what Content you access via the Services; or
 - iii. how you may interpret or use the Content.
- b. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or

accessed through the Services.

- C. THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.
- 9. **Indemnification**. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your violation of these Terms of Service, or infringement by you, or any third party using your identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.
- 10. Limitation of Liability. IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF (A) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD OR (B) \$500.00.

11. ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

a. Arbitration. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US. INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY: PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK, DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or

unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Services must be filed within one (1) year after such claim of action arose or be forever banned.

- b. **Severability**. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.
- 12. **Governing Law and Jurisdiction**. If you are accessing the Services from within the United States, these Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. Subject to Section 11 above, you agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.
- 13. **Modification**. We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Service in effect at the time of such use.

14. Miscellaneous.

- a. Entire Agreement and Severability. These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder
- b. **Force Majeure**. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- c. **Assignment**. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.
- d. **Agency**. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.
- e. **Notices**. Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to getinvolved@asiliaafrica.com.
- f. **No Waiver**. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of

Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

g. **Headings**. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

Contact. You may contact us at the following address: Asilia Charitable Corporation Admin, 307 Radel Ter, South Orange, NJ 07079.

Effective Date of Terms of Service: August 2016.

Asilia Charitable Corporation

Privacy Policy

This Privacy Policy describes the policies and procedures of Asilia Charitable Corporation ("<u>Asilia</u>", "<u>we</u>", "<u>our</u>" or "<u>us</u>") on the collection, use and disclosure of your information on www.asiliagiving.org (the "<u>Site</u>") and the services, features, content or applications we offer (collectively with the Site, the "<u>Services</u>"). We receive information about you from various sources, including: (i) your use of the Services generally, such as making a donation through use of our Site and signing up for our newsletter; and (ii) from third party websites and services. When you use the Services, you are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy.

What Does This Privacy Policy Cover?

This Privacy Policy covers the treatment of personally identifiable information ("<u>Personal Information</u>") gathered when you are using or accessing the Services. This Privacy Policy also covers our treatment of any Personal Information that our business partners share with us or that we share with our business partners.

This Privacy Policy does not apply to the practices of third parties that we do not own or control, including but not limited to any third party websites, services and applications ("Third Party Services") that you elect to access through the Service or to individuals that we do not manage or employ. While we attempt to facilitate access only to those Third Party Services that share our respect for your privacy, we cannot take responsibility for the content or privacy policies of those Third Party Services. We encourage you to carefully review the privacy policies of any Third Party Services you access.

What Information Do We Collect?

The information we gather enables us to personalize, improve and continue to operate the Services. In connection with certain aspects of the Services, we may request, collect and/or display some of your Personal Information. We collect the following types of information from our users.

Personal Information:

When you use the Services, you may provide information that could be Personal Information, such as your name and email address. You acknowledge that this information may be personal to you, and by providing Personal Information to us, you allow others, including us, to identify you and therefore may not be anonymous. We may use your contact information to send you information about our Services, but only rarely when we feel such information is important. You may unsubscribe from these messages by emailing us at getinvolved@asiliaafrica.com, although we, regardless, reserve the right to contact you when we believe it is necessary.

User Content:

Some features of the Services allow you to provide content to the Services, such as written comments. All content submitted by you to the Services may be retained by us indefinitely. We may continue to disclose such content to third parties in a manner that does not reveal Personal Information, as described in this Privacy Policy.

Donation Information:

If you use the Services to make a donation, we may collect anonymous information regarding the donation amount. We will report the donation amount and your name (if provided) to the donation recipient (but not any information regarding your payment method). All of the money you donate to a specific area, cause, project or campaign ("Cause") through our Services will be distributed to that specified area, cause, project or campaign. If the Cause desires to obtain your email address following your donation, Asilia reserves the right to provide it to the Cause. The Payment Processor (defined below) will retain a transaction fee for facilitating the transaction.

Financial Information:

We do not currently collect or store financial information, such as your payment method (valid credit card number, type, expiration date or other financial information); that information is collected and stored by our third party payment processing

company (the "Payment Processor"), and use and storage of that information is governed by the Payment Processor's applicable terms of service and privacy policy. We retain a token from the Payment Processor to be able to connect your donation back to your payment method.

IP Address Information and Other Information Collected Automatically:

- We automatically receive and record information from your web browser when you interact with the Services, including your IP address and cookie information. This information is used to facilitate collection of data concerning your interaction with the Services (e.g., what links you have clicked on).
- Generally, the Services automatically collect usage information, such as the number and frequency of visitors to the Site. We may use this data in aggregate form, that is, as a statistical measure, but not in a manner that would identify you personally. This type of aggregate data enables us and third parties authorized by us to figure out how often individuals use or interact with the Services so that we can analyze and improve them.

Email Communications:

We may receive a confirmation when you open an email from us. We or the Payment Processor will also send you a receipt when you make a donation to a Cause. We use this confirmation to improve our customer service.

Information Collected Using Cookies:

- Cookies are pieces of text that may be provided to your computer through your web browser when you access a website.
 Your browser stores cookies in a manner associated with each website you visit. We use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site and otherwise use the Services through the Internet.
- Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are. As noted, however, we do use cookies to identify that your web browser has accessed aspects of the Services.
- Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new
 cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of
 each new cookie in a variety of ways. We strongly recommend that you leave cookies active, because they enable you
 to take advantage the most attractive features of the Services.
- This Privacy Policy covers our use of cookies only and does not cover the use of cookies by third parties. We do not control when or how third parties place cookies on your computer. For example, third party websites to which a link points may set cookies on your computer.

How, and With Whom, Is My Information Shared?

Information Shared with Charities:

When you make a donation to a Cause, we may share your email address or anonymized aggregate data regarding your use of the Services to the Cause in order to more effectively provide the Services to you, and provide you with other relevant products or services. You hereby consent to our sharing of Personal Information with the Cause you donated to, as well as those Causes that are affiliated with Asilia that you do not directly make a Donation to. If you wish to unsubscribe to emails at any time, please click unsubscribe at the bottom of the email, otherwise follow the opt-out instructions given by the Cause or email us at getinvolved@asiliaafrica.com.

IP Address Information:

While we collect and store IP address information, that information is not made public. We do at times, however, share this information with our partners, service providers and other persons with whom we conduct business, and as otherwise specified in this Privacy Policy.

Information You Elect to Share:

You may access other Third Party Services through the Services, for example by clicking on links to those Third Party Services from within the Site. We are not responsible for the privacy policies and/or practices of these Third Party Services, and you are responsible for reading and understanding those Third Party Services' privacy policies. This Privacy Policy only governs information collected on the Services.

Aggregate Information:

We share Aggregate Information and demographics regarding your use of the Services with our partners, service providers and other persons with whom we conduct business. We share this type of statistical data so that our partners can understand how and how often people use our Services and their services or websites, which facilitates improving both their services and how our Services interface with them, as well as help connect you to other relevant products or services. In addition, these third parties may share with us non-private, aggregated or otherwise non-Personal Information about you that they have independently developed or acquired.

Email Communications with Us:

As part of the Services, you may occasionally receive email and other communications from us, such as relating to your use of the Services or your donations.

User Information:

User information including your name and other information you enter may be displayed to other users to facilitate user interaction within the Services. We will not directly reveal user email addresses to other users.

Financial Information:

As stated above, we do not currently collect financial information, as that information is collected and stored by our Payment Processor. However, we may from time to time request and receive some of your financial information from our Payment Processor for the purposes of completing transactions you have initiated through the Services, protecting against or identifying possible fraudulent transactions, and otherwise as needed to manage our business.

Information Shared with Our Agents:

We employ and contract with people and other entities that perform certain tasks on our behalf and who are under our control (our "Agents"). We may need to share Personal Information with our Agents in order to provide Services to you. Unless otherwise noted, our Agents do not have any right to use Personal Information or other information we share with them beyond what is necessary to assist us. You hereby consent to our sharing of Personal Information with our Agents.

Information Disclosed Pursuant to Business Transfers:

In some cases, we may choose to buy or sell assets. In these types of transactions, user information is typically one of the transferred business assets. Moreover, if we, or substantially all of our assets, were acquired, or if we go out of business or enter bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Information as set forth in this policy.

Information Disclosed for Our Protection and the Protection of Others:

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Privacy Policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention.

Information We Share With Your Consent:

Except as set forth above, you will be notified when your Personal Information may be shared with third parties, and will be able to prevent the sharing of this information.

Is Information About Me Secure?

We seek to protect Personal Information to ensure that it is kept private; however, we cannot guarantee the security of any Personal Information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

We store all of our information, including your IP address information, using industry-standard techniques. We do not guarantee or warrant that such techniques will prevent unauthorized access to information about you that we store, Personal Information or otherwise.

What Information of Mine Can I Access?

You can access and delete cookies through your web browser settings.

California Privacy Rights: Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of personal customer information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please submit a written request to the following address: Asilia Charitable Corporation Admin, 307 Radel Ter, South Orange, NJ 07079.

What Choices Do I Have Regarding My Information?

You can always opt not to disclose certain information to us, even though it may be needed to take advantage of some
of our features.

What Happens When There Are Changes to this Privacy Policy?

We may amend this Privacy Policy from time to time. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. If we make changes in the way we collect or use information, we will notify you by posting an announcement on the Services or sending you an email. A user is bound by any changes to the Privacy Policy when he or she uses the Services after such changes have been first posted.

What If I Have Questions or Concerns?

If you have any questions or concerns regarding privacy using the Services, please send us a detailed message to getinvolved@asiliaafrica.com. We will make every effort to resolve your concerns.

Effective Date: August 2016.