



---

# TERMS & CONDITIONS

---

Last Revised: February 15, 2016

The Red Hot Organization, and its affiliates (“Organization”, “we”, “us” or “our”) share your concern about the protection of your personal information online. This Privacy Policy and Terms of Use (“Policy”) is our policy regarding maintaining the privacy of personal information we collect online in connection with the redhot.org website (collectively, the “Site”).

This Policy describes the privacy practices we undertake and the terms of use governing the Site. This Policy sets out your obligations and ours with respect to your use of the Site and, by using the Site, you agree to abide by the terms of this Policy.

This Policy shall supersede and replace all previous versions thereof. We may need to change the Policy from time to time in order to address new issues and reflect changes on the Site or in the law. We reserve the right to revise or make any changes to the Policy and your continued use of the Site subsequent to any changes to this Policy will mean that you accept such changes. Therefore, please bookmark this page and review it periodically to assure familiarity with the most current version of the Policy. We will post all changes to the Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties. You can tell that the Policy has been updated by checking the last revised date posted on the top of this page.

BY USING THIS WEBSITE, YOU CONSENT TO OUR USING ANY INFORMATION THAT YOU PROVIDE TO US OR THAT WE COLLECT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THIS WEBSITE.

**Information We Collect and Track.** The Organization collects and retains two types of information about Site visitors: (i) personal information that individual visitors provide when interacting on the Site, or voluntarily at certain other points (such as via forms or emails); and (ii) tracking data, which is automatically collected from every Site visitor, (collectively, “Information”). The Information that we gather may include your name, address, telephone number, email address, or other elements of personal information. In addition, if you contact us, we may keep a record of your correspondence, including any Information contained therein.

The tracking data we record includes, without limitation, Information regarding the number and frequency of users to the Site, the websites that users access before and after they visit the Site, the internet software used by our users to access the Site, and our users’ IP addresses and internet service providers. We attempt to aggregate such tracking data so that no such data is tied to you in any personally-identifiable manner, however, due to the nature of the internet, this is not always feasible and tracking data may be traceable back to you.

**How We Use Your Information.** The Information that we collect and that you provide to us is used for our organizational purposes and the purpose for which you provided it, including,



without limitation, to respond to your requests or correspondence. The Information may also be analyzed so that we can operate the Site in the best manner possible through enhanced features and functions and to provide you with useful information.

We will not disclose any personal information to third parties, except (i) to parties who perform service for us; (ii) when we believe that such disclosure is required by law; (iii) to enforce the Policy; (iv) to protect the rights, property, security or safety of the Organization, Site users or the public; (v) to respond to an emergency; or (vi) as otherwise stated in this Policy. We use tracking data for a variety of purposes, including, without limitation, for load balancing metrics and to create reports on user demographics and Site traffic patterns. The reports that are generated from tracking data are used for a variety of purposes, including, for example, to improve the Site and our services.

**Third Parties.** We may employ third-party agents or third-party service providers to operate the Site and to perform functions on our behalf, such as operating any community network service associated with the Site, sending postal mail and e-mail and analyzing data or other administrative tasks. These third-parties have access to the Information needed to perform their functions. We seek to limit such third-parties to using the information that is shared with them solely for the purpose of providing such services, however, we cannot be responsible for such third-parties' use of Information not in compliance with this Policy. In addition, we may disclose Information to certain third-parties if you have requested or authorized the disclosure of such Information.

**Transfer of Information to Third Parties Upon a Sale or Change of Control.** We retain the right to transfer or assign all Information pursuant to a merger, consolidation or other transaction relating to the Organization or our assets if the assignee or acquirer agrees to abide by the terms of this Policy.

**How Your Information Is Protected.** We take reasonable precautions to protect your Information from loss, misuse or alteration. We maintain reasonable physical, electronic and procedural safeguards for your Information. Sensitive data like credit card information collected from any donation forms (including general donations and peer-2-peer donations), store purchases and event registrations are encrypted on a secure layer using industry standard SSL (Secure Socket Layer) with 128 bit encryption. You should recognize, however, that there is no such thing as "perfect security" on the internet and we cannot guarantee the security of your Information. In addition, because internet communication is unsecure, it is also possible that the information you supply to us or your access of any information via the Site will be intercepted during transmission. We cannot be liable for any breach of our systems or interception of our transmission and we hereby fully disclaim, to the fullest extent provided under law any liability associated with any claim relating to a breach of security, data or information.

**Other Communications.** From time to time, we may e-mail Site users information regarding important developments affecting the Organization. We may also e-mail Site users on occasion regarding the Site. Such e-mails may be sent to Site users even if they have not requested to receive any communication from us.

**Links to Third-Party Sites.** The Site may contain links to sites owned and operated by other parties. We are not responsible for and have no control over the privacy policies of those sites. We encourage you to review the privacy policies of those sites prior to providing them with any information.

**Ownership of Content.** You are solely responsible for the content of any comments you post to the Site. However, while the Organization does not and cannot review every comment and is not responsible for the content of the comments, we reserve the right to delete, move, or edit comments that we, in our sole discretion, deem abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable. The Organization does not control the



content of comments to the Site and, as such, does not guarantee the accuracy, integrity or quality of such content. All text, images, graphics, sounds and software code ( "Content") on the Site are copyrighted property of the Organization, its affiliates or others. No part of the Content shall be made subject to any open source, copyleft, or similar license. You may not reproduce, redistribute, publish or otherwise use by electronic or any other means any of the Content without our prior written consent.

DMCA Notification of Infringement. It is our policy to respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ( "DMCA"). In addition, we will promptly terminate without notice the accounts of those determined by us to be "repeat infringers." If you are a copyright owner or an agent thereof, and you believe that any content hosted on our web site ([www.keepachildalive.org](http://www.keepachildalive.org)) infringes your copyrights, then you may submit a notification pursuant to the DMCA by providing our Designated Copyright Agent with the following information in writing (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on our Site are covered by a single notification, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Our Designated Copyright Agent to receive notifications and counter-notifications of claimed infringement can be reached as follows:

Attention: Red Hot  
The Red Hot Organization  
79 Madison Avenue  
New York, NY 10016

For clarity, only DMCA notices should go to the Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to us through [info@redhot.org](mailto:info@redhot.org). You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Trademarks. RED HOT and other marks indicated on the Site, including without limitation the names and images embodied in Organization projects, are the trademarks and/or service marks of the Organization or its affiliates. They may not be used or displayed without the prior written consent of the Organization or the appropriate right holder. All other trademarks, service marks and company names and logos appearing on the Site are the property of their respective owners.

Site Directed at United States Visitors. The Site is targeted at and intended for users residing



in the United States. Given the global nature of the internet, the Site may be accessed by users residing outside of the United States. We make no representations or warranties that the Site is appropriate or available for use in countries outside of the United States. Users who choose to access the Site from outside of the United States do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access. If you are located outside of the United States, your Information will be transferred to the United States. By accessing our Site and by submitting your Information, you consent to its transfer and storage in the United States and its use by us as provided for herein.

**Minors.** Minors are not eligible to use our Site. If you are under 18, you can use this Site only in conjunction with your parents or guardians.

**Limitation of Liability.** The Organization and its affiliates, officers, agents, partners and employees shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Site and services or resulting from any information or services obtained or messages received or transactions entered into through the Site or resulting from unauthorized access to or alteration of your transmissions of data, including but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of the possibility of such damages.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

If you are dissatisfied with any portion of the Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this Site.

**Compliance With Laws.** We reserve the right to disclose any Information to comply with any law, regulation, decree, judgment, order, subpoena or any other governmental order ("Order") without any obligation to contest or verify the accuracy of such Order.

**Applicable Law.** This Policy will be governed by and construed in accordance with the laws of the State of New York, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to any use of the Site will be filed only in the state or federal courts located in New York County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Please contact us at [info@redhot.org](mailto:info@redhot.org) if you have any questions or concerns regarding the Site or this Policy.