# The Orion Foundation, Inc. Website Terms of Use and Privacy Policy

#### **Terms of Use**

# Acceptance of the Terms and Conditions

This Terms of Use Agreement (this "Agreement"), states the terms and conditions under which you may use this web site (the "Site"). Please read this Agreement carefully. This Site contains various information relating to The Orion Foundation, Inc. in the form of text, graphics, news, reports, and other materials. By accessing, browsing and/or using this Site you acknowledge that you have read, understood and agree to be legally bound by this Agreement. If you do not accept this Agreement (and therefore do not agree to by bound by this Agreement), do not use this Site. The Orion Foundation, Inc. reserves the right to amend this Agreement at any time by posting the amended terms on https://www.theorionfoundation.org/policies.html.

#### Restrictions on Use of Materials

You acknowledge that this Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of The Orion Foundation, Inc. or any other party (each a "Contributor") who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use this Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content. The Orion Foundation, Inc. authorizes you to view and use the Content on this Site solely for your personal, noncommercial use.

For permission to use content from this website or from a newsletter authored and distributed by The Orion Foundation, Inc., request written permission and provide full attribution. Permission should be requested by contacting Latisha Sims, Isims@theorionfoundation.org. Attribution for website content should be given as follows: "Reprinted with permission from The Orion Foundation, Inc."

# DISCLAIMER OF WARRANTY

THE CONTENT PROVIDED ON THIS WEBSITE IS PROVIDED AS A SERVICE TO MEMBERS OF THE PUBLIC. INFORMATION PRESENTED ON THIS WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE ORION FOUNDATION, INC. ANY OF ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT.

YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

THE ORION FOUNDATION, INC. ANY OF ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE OR ANY CONTENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ORION FOUNDATION, INC. ANY OF ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS DISCLAIM ANY WARRANTIES WITH RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE.

#### LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL THE ORION FOUNDATION, INC. ANY OF ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE WEB SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR ANY CONTENT AVAILABLE THROUGH THE WEB SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE.

# **Termination**

The Orion Foundation, Inc. reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of our Site or the Content, at any time and for any reason without prior notice or liability. The Orion Foundation, Inc. any of its members, affiliates or their respective officers, directors, employees or agents reserve the right to change, suspend, or discontinue all or any part of this Site or the content at any time without prior notice or liability.

# **Privacy Policy**

The Orion Foundation, Inc. any of its members, affiliates or their respective officers, directors, employees or agents are committed to protecting the privacy of our donors and website users. This policy explains what types of information is collected by The Orion Foundation, Inc.' website and how this information is used.

# Website Visitors

The Orion Foundation, Inc. collects basic information on the network connection and other information provided by visitors to The Orion Foundation, Inc. websites, such as name and email when filling out a form or making contact through our site. You may, however, visit our site anonymously.

Information collected via forms and contact are used only to communicate information about The Orion Foundation, Inc.: updates, events, and services.

The Orion Foundation, Inc. any of its members, affiliates or their respective officers, directors, employees or agents do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. this does not include trusted third parties who assist us in operating our website, conducting business, or servicing you, so long as those parties agree to keep this information confidential. The Orion Foundation, Inc. any of its members, affiliates or their respective officers, directors, employees or agents may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. however, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

#### Website/Online Donors

In order to make a donation to support The Orion Foundation, Inc. you must provide information such as your name, address, credit card number and other information at the time of donation. This information is securely collected by our third-party payment processor and is used by those partners solely to process your payment information. The Orion Foundation, Inc. does not store credit card numbers. Through our technology partners, The Orion Foundation, Inc. does securely store the name, address, amount of donation, and other information provided by you in order to acknowledge the donation, provide public acknowledgement of the donations according to the wishes of the donor, and to provide ongoing updates. If a donor marks their donation as anonymous, then we do not share their private information with other parties except to the extent necessary to process their donation and comply with any applicable laws and regulations. We do not share donor lists with other organizations. In addition to marking a donation as anonymous, a donor may opt out of receiving regular communications from The Orion Foundation, Inc. at any time.

# Cancellation and Refund Policy

As a non-profit organization, The Orion Foundation, Inc. cannot provide refunds on donations once they have been accepted. In the unlikely event of an error or other issue related to processing a donation, The Orion Foundation, Inc., will, of course, work with a donor to address any such matter.

#### IP addresses

The Orion Foundation, Inc. uses your IP address for statistical metrics used to track website visitor traffic.

# Email Privacy

The Orion Foundation does not provide, sell, or rent email addresses to anyone outside the organization except as necessary to provide The Orion Foundation related information and services.

#### Your Consent

By using The Orion Foundation, Inc. website, you consent to our privacy policy.

#### Modifications

The Orion Foundation, Inc. may amend this privacy policy from time to time; please review it periodically. We maintain the option to modify this privacy at any time by electronic notice posted on our website. Your continued use of our website after the date that such notices are posted will be deemed to be your agreement to the changed terms. This policy was last modified on 1/21/2018.

### Contacting Us

If there are any questions regarding this privacy policy, contact us at info@theorionfoundation.org.