

Privacy Policy

Date of Last Revision: March 3rd, 2013

Welcome to www.givlet.org and the Givlet mobile application. This website is operated by OrderNow, LLC (**we**,” **us**” or **our**”). This Privacy Policy (this “**Policy**”) explains how we collect, use and protect information that we learn about you as a result of your interaction with us through OrderNowApp.com (the “**Site**”) and the OrderNow mobile application (the “**Application**”, referred to collectively with the Site as the “**Services**”).

By accessing any part of the Services, you agree to our treatment of information you provide to us, and information we otherwise derive from the operation of this Services, in accordance with this Policy. This Policy is part of the Site Terms of Use https://ordernow_exp1.s3.amazonaws.com/docs/OrderNow_11-September-2012_Terms-of-Service.pdf and Application License and Terms of Use https://ordernow_exp1.s3.amazonaws.com/docs/OrderNow_11-September-2012_Terms-of-Service.pdf governing your use of the Site and the Application, which you should read and carefully review. If you do not agree with any part of this Policy, you should not use the Services.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of the Privacy Policy at any time without further notice. Such revisions are effective immediately after we give notice thereof, which we may do by revising the “Date of Last Revision” date of this Privacy Policy or by otherwise notifying you through the Application, or by email or conventional mail, and/or by any other means which provides reasonable notice. If you do not agree to abide by this Privacy Policy, do not use or access (or continue to use or access) the Services. It is your responsibility to regularly check the Site and the Application to determine if there have been changes to the Privacy Policy and to review such changes. You agree that we shall not be liable to you for any delay or other damages that might result from any changes to this Privacy Policy, if any. You can contact us with any questions or concerns you may have about this Privacy Policy at theteam@givlet.org or via mail at 175 Varick Street, 4th Floor NY, NY 10014.

Children’s Privacy

We encourage parents and guardians to spend time online with their children; however, the Services are **not** intended for children under 13 years of age. We do not knowingly collect personally-identifiable information from users of the Services who are under 13 years of age. If you are under 13, do not attempt to register on the Site or the Application or send information about yourself to us. If we learn the person submitting information to us is less than 13 years of age, we will remove that information as soon as possible from our databases. Because we do not knowingly collect any personal information from children under 13, we do not knowingly use or disclose such information to third parties. If you are a minor who is at least 13 years of age, you represent to us that you have the permission of a parent or legal guardian to access and use the Services and to provide to us any information provided in the course of your use of the Services.

If you are the parent or guardian of a child less than 13 years of age who has provided us with any personal information, you may contact us at theteam@givlet.org to arrange for that information to be removed from our databases.

The Type of Information We Collect and How We Collect It

By accessing or using the Services, you may provide us with two types of information: (1) personally-identifiable information that you voluntarily choose to disclose to us, such as your name, address, telephone number, email address, credit card or other payment account information, and files that you may upload to the Services in order to use Application functionality; and (2) non-personally-identifiable information, which we collect through the use of technologies such as “cookies,” “web beacons” and/or “web logs.” You do not need to submit personally-identifiable information to access certain areas of the Site, but if you do not want to disclose certain personally-identifiable information to us, you will not be able to access some areas of the Site or use the Application.

We collect personally-identifiable information when you create an account through the Services and make changes to your account; purchase products or services using the Application; subscribe to receive newsletters and/or updates through the Services; participate in chat rooms, forums, polls, surveys, questionnaires and promotions using the Services; make a purchase using the Services; post comments, photographs, audio, video, or other content or otherwise using the Services; contact us using links available on the Services; or receive customer or technical support.

In some instances, we may require you to provide your email address and/or other personal information, and/or to create a user name and password in order to access certain Services, such as posting comments and purchasing products. Once you do so, you may provide us with additional information, such as your name, street address, mobile number and other personal information to complete your “profile” or otherwise take full advantage of a particular Application or Site functionality. When you purchase products or services using the Application, we will collect payment and shipping information which we will provide to the third party merchant in order to process and deliver your purchase. This information will be retained for our records, which will enable you to place future purchases without the need to re-enter the information, and it will also be subject to retention by the third party merchant pursuant to such third party merchant’s privacy policy. If we provide links to third party websites to purchase products or services that are featured on the Application from a third party vendor or retailer, such transactions also will be subject to the terms and policies of such other websites. Accordingly, we take no responsibility for the privacy of your information collected by such third party merchants or websites in connection with your purchases using the Application.

We may collect other types of information (known as demographic information) such as your gender and interests. This demographic information may be associated with your personally-identifiable information, but we will not share it with others in a manner that directly associates it with your personally-identifiable information.

How We Use Your Personally-Identifiable Information

The personally-identifiable information you provide to us will allow us to provide the Services, enable third party merchants to fulfill your product or service order; alert you of new products, features, enhancements or Application upgrades; handle/route your customer service questions or issues; and/or notify you of contests, promotions, or special events and offers. We may also share your personal information with third parties for their direct marketing and promotional purposes, but only with your permission. We may contact you by email with respect to your order of our Services or your account. We also use your email address to send messages to you in response to your request to perform an activity in connection with your use of the Services.

When you provide us with personally-identifiable information, you may be asked if you wish to receive news, updates and promotion announcements. If you say yes, we may contact you by email occasionally to inform you of such matters. You are given the opportunity with each email notification to remove yourself from the Services email contact list.

We keep track of your interactions with us and may use information relating to your interactions with us to generate information about the popularity of certain of our Services and functionality, including how users of the Services utilize different aspects of the Services and functionality. We may use such data to design, develop and implement additional services and features of the Services.

How We Use Your Non-Personally-Identifiable Information

A “cookie” is a small file stored on your computer by a website to give you and your computer a unique ID. A “web beacon” is a small file stored in a website page to identify when that page has been viewed by a particular visitor, and a “web log” is an aggregation of data about use of a particular website (e.g., number of visitors).

We use “cookies,” “web beacons,” “web logs” and similar technologies that may be developed from time-to-time (now or in the future) to collect information, on an aggregate basis, about how the Services are used. This information may include the date, time and duration of visits to the Site and usage of the Application. The use of these technologies allows us to personalize your use of the Site and the Application and to provide greater convenience each time that you visit. Additionally, advertisements appearing on the Services and managed by third parties, as well as the advertisers themselves, may use these technologies to collect non-personal information when you click on or move your cursor over one advertisements appearing on the Services. You may not realize this information is being collected. Advertisers use this information to monitor the performance of their advertisements. In some cases, we may have access to information collected by these advertisers as a result of your use of the Services, and this information may permit us to identify other sites that you have visited that are also associated such advertisers.

Depending on your browser and related programming configurations you utilize, you may be able to disable, block or otherwise control the use of these technologies (please consult instructions for your web browser). However, if you do so, it is possible that some parts of the Services will not be accessible to you.

Our servers automatically record information that your browser sends whenever you visit the Services. This information includes your Internet Protocol address, your browser type and version, location data, sign-on data for mobile devices used with the Services, and which Services you use and when and how long you use them. We use this information to monitor and analyze how users use the Site and the Application, to provide customer service and to maintain and improve the Site and the Application.

Sharing of Information

We may use your personally-identifiable information to provide analyses of our users in the aggregate to current and prospective partners, advertisers and other third parties. We may also disclose and otherwise use, on an anonymous basis, affiliation, position, interests and other non-personally-identifiable information about users.

In addition, we will share the personally-identifiable information we collect from you under the following circumstances:

- **Transactions** We share personally-identifiable information with third party merchants and applicable financial institutions if you purchase products or services from such third party merchants using the Application in order to process and fulfill your purchases from these third party merchants.
- **Protection of rights** We will share personally-identifiable information if we have a good faith belief that (i) access, use, preservation or disclosure of such information is reasonably necessary to satisfy any applicable law, regulation, legal process, such as a court order or subpoena, or a request by law enforcement or governmental authorities, (ii) such action is appropriate to enforce the Terms of Service for the Services, including any investigation of potential violations thereof, (iii) such action is necessary to detect, prevent, or otherwise address fraud, security or technical issues associated with the Services, or (iv) such action is appropriate to protect our rights, property or safety or the rights, property or safety of our employees, users of the Services or others.
- **Asset transfers** If we become involved in a merger, acquisition or other transaction involving the sale of some or all of our assets, user information, including personally-identifiable information collected from you through your use of the Services, could be included in the transferred assets. Should such an event occur, we will use reasonable means to notify you, either through email and/or a prominent notice on the Services.
- **Bankruptcy** If we become bankrupt, make an assignment of our assets for the benefit of our creditors, or otherwise become insolvent, we may transfer our rights in your personally-identifiable information to others, but in such event the recipient of those rights will be bound by this Privacy Policy.
- **Service Providers** We may share your personally-identifiable information with service providers that we engage for the purpose of processing information on our and your behalf. For example, we have partnered with other companies to sell products through the Services, fulfill product orders and process payments. Additionally, we may partner with other companies to process consumer surveys, fulfill prizes, or to process, analyze, and/or store data. While providing services for us, these companies may access your personally-identifiable information. To the extent applicable, we require these entities to comply with this Policy and appropriate confidentiality and security measures.

Choice/Opt-Out

Our Services provide you with the opportunity to affirmatively opt-out of receiving communications from us and our partners at the point where we request information about you. We give you the option to end our use of your information, and to cease receiving or otherwise having access to future communications from us.

Your California Privacy Rights

A California privacy law that went into effect on January 1, 2005, the "Shine the Light" law, allows California residents to obtain a list of third parties to whom a business has disclosed personal information if it shares such information with third parties for their direct marketing purposes. However, if a business adopts and discloses in its privacy policy a policy of not disclosing customers' personal information to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure, the business may comply with

the law by notifying the customer of his or her right to prevent disclosure of personal information and by providing a cost-free means to exercise that right.

As stated earlier in this Privacy Policy, personal information submitted at the time of registration or submission may be used for marketing and promotional purposes only with the particular user or visitor's permission. Whenever a user or visitor to this Site agrees to allow us to collect personal information, we provide that person with an option to prevent such information from being shared for marketing and promotional purposes with third parties. Furthermore, you may exercise this cost-free option at any time by clicking on the link below:

www.givlet.org

Because we have a comprehensive privacy policy and provide you with details on how you may opt-in or opt-out of the use of your personal information by third parties for direct marketing purposes, we are not required to provide you with the third party list contemplated under California's Shine the Light law.

Additional Information You Should Know About Third Parties

This Policy does not cover the information practices of third party websites linked to the Services, including the financial institutions which process payments for purchase made through the Application and the third party merchants offering products and services for sale through the Application. Although we encourage such third parties to adopt and follow their own privacy policies, we are not responsible for their collection and use of your personally-identifiable information. You should refer to the privacy policies and statements of other websites or contact the respective webmasters of those websites to obtain information regarding their information collection, use and disclosure policies.

When you follow a link from the Services to a third party site, or when you post or publish content to a third party site, even originating from the Services, this Policy no longer applies and you will need to read the privacy policy of the other site to learn how your personally-identifiable information will be handled on their website. We are not responsible for any action or policies of any third party in connection with your purchase through or visit to any website through the Services.

The Services may provide message boards, forums and/or chat areas, where our users can exchange ideas and communicate with one another. When you post to any message board, forum or chat area, please be aware that the information you post is publicly available on-line and therefore any information you post, including your user name, is at your own risk as it will be readily available to other users. Individuals under the age of 18 should be especially careful not to provide any personally-identifiable information when participating in any area of the Services where postings are or might become public.

Control of Your Information

You may update or delete your personally-identifiable information or modify certain of your preferences for the Services by accessing the "My Account" area of the Services. You are responsible for keeping your contact information current and accurate. Please note that when you delete your account, we may retain your old account information for the purpose of internal account management and fraud prevention activities; however, if you ask us to stop using your personally-identifiable information from our records, we will tag your records so that we do not

share it with others or use it for our own marketing purposes, though we will continue to use your personally-identifiable information for purposes of internal account management and fraud prevention.

Opting Out of Receiving Communications from Us

If you no longer want to receive our newsletter, emails or other announcements, you may unsubscribe from receiving any or all of these services by replying to the “Unsubscribe” link at the bottom of our emails. Please note that you cannot unsubscribe from certain correspondence from us, including messages relating to your account transactions.

Mediation

You agree that, in the event any dispute or claim arises out of or relating to this Policy that you will attempt in good faith to negotiate a written resolution of the matter directly with us. You agree that if the matter remains unresolved for forty-five (45) days after notification (via certified mail or personal delivery) that a dispute exists, the parties shall join in mediation services in New York, New York with a mutually agreed mediator in an attempt to resolve the dispute. The cost of any mediation shall be shared equally by you and us. Should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorney’s fees, even if you would otherwise be entitled to them.

Our Security Measures

Protecting your personal information is our priority.

The personally-identifiable information that you provide to us is stored on servers, which are located in secured facilities with restricted access, and protected by protocols and procedures designed to ensure the security of such information. In addition, we restrict access to personally-identifiable information to our employees, independent contractors and agents who need to know this information in order to develop, operate and maintain the Services. All personnel who have access to this information are trained in the maintenance and security of such information.

We use Secure Sockets Layer (SSL) technology or other software that meets or exceeds the protection provided by SSL to encrypt your credit card number so that it cannot be read as the information travels over the Internet when you make purchases of products or services through the Application and through the Site.

Please be aware, however, that no data transmission over the Internet can be guaranteed to be completely secure, and no system of electronic security is impenetrable. For this reason, **we cannot ensure or warrant the security of any information that you transmit to us or the security of our Services or databases.** You agree to assume all risk in connection with the information transmitted to us or collected by us when you use our Services.

You can help protect your personally-identifiable information by using a combination of letters and numbers in your password, changing your password often, using a secure web browser, and signing off when you are finished with the use of the Services on a shared computer or device. **Please remember that you are responsible for maintaining the secrecy of your**

screen name and password for your account. If you believe that your interaction with us is no longer secure, please notify us of the problem by contacting us at theteam@givlet.org.

International Users

The Services are hosted in the United States. If you are visiting from the European Union or other regions with laws governing data collection and use that may differ from United States law, please note that you are transferring your personal data to the United States and by providing your personal data you consent to that transfer and to our use of that information in accordance with this policy. When you provide personal data to us or our service providers or vendors, you consent to the processing of your data in the United States as the Services are operated in the United States.

YOU ACKNOWLEDGE THAT THE LAWS OF THE UNITED STATES TREAT YOUR INFORMATION IN A MANNER THAT MAY BE SUBSTANTIALLY DIFFERENT FROM, AND LESS PROTECTIVE THAN, THE TREATMENT REQUIRED UNDER THE LAWS OF OTHER COUNTRIES AND JURISDICTIONS. IF YOU DO NOT WANT YOUR INFORMATION TRANSFERRED TO THE UNITED STATES, YOU SHOULD NOT SHARE YOUR INFORMATION WITH US, OR MAKE USE OF THIS WEBSITE OR THE APPLICATION.

TO THE EXTENT ALLOWED BY THE LAW OF THE COUNTRY IN WHICH YOU ARE LOCATED, YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO REQUIRE US TO TREAT YOUR IDENTIFYING INFORMATION IN ACCORDANCE WITH THE LAWS OF ANY COUNTRY OR JURISDICTION OTHER THAN THE UNITED STATES. HOWEVER, THE FOREGOING WAIVER MAY NOT BE LEGALLY BINDING IN SOME COUNTRIES, SUCH AS THE MEMBER STATES OF THE EUROPEAN UNION. TO THE EXTENT IT IS NOT LEGALLY BINDING IN THE COUNTRY IN WHICH YOU ARE LOCATED, THIS FOREGOING WAIVER DOES NOT APPLY TO YOU.

How can you contact us?

If you have any questions about our privacy practices or this Policy, please contact us at:

theteam@givlet.org