



## **NEW JERSEY SEXUAL ASSAULT CRISIS SUPPORT & RESOURCES**

### **ONLINE PRIVACY POLICY**

Effective Date: October 1, 2019

This Online Privacy Policy (the "Policy") is intended to describe how the **New Jersey Sexual Assault Crisis and Resources (NJSACSR)** website and application ("NJSACSR", "we" or "us") collects, uses and discloses information gathered at <http://www.njsacsr.org>, <https://www.njsacsr.org/NJSACSR/index.php> and the NJSACSR mobile application (each, the "Application"), which can be reached through [www.njsacsr.org](http://www.njsacsr.org) together with the Application, the "Sites" or each a "Site"). By visiting the Sites, you agree to follow the terms and conditions of this Policy. We may change these terms and conditions from time to time without prior notification, and such changes will be effective upon posting, so please consult this Policy each time you visit a Site. If you do not agree with it, you should not use the Sites.

Your privacy and security are very important to us. This Policy will help you understand what information we collect via the Sites, and how we use and disclose that information once we collect it. This Policy will tell you if we disclose that information to anyone, and what choices you have regarding how we use that information. Please note that this Policy applies only to the Sites, and not to the websites, phone numbers, addresses, emails, or other means of communications of or to any other organizations to which we may link or that may link to us or to any other of our own such means of communication or platforms other than the Sites themselves, notwithstanding any references thereto in this Policy or on the Site. If you have any questions or suggestions about this Policy, please contact us at [njsacsg@gmail.com](mailto:njsacsg@gmail.com)

#### **1. Information You Provide to Us "Personally Identifiable Information" is information that could reasonably be used to identify you, such as your name or address.**

General: In general, visitors may browse the Application without providing any Personally Identifiable Information. However, there are certain pages, features, or interfaces on the Application, such as donation pages, where we may request Personally Identifiable Information about you, including your name, address, phone number, e-mail address, or credit card number. NJSACSR may seek such information in order to register you as a supporter of NJSACSR, to collect your rating of a third-party service, to enable your making of a donation, or to use certain parts of the Application. Finally, we may use your e-mail address to send you updates or

newsletters apprising you of recent events and developments relating to NJSACSR and its mission, or receipts for your charitable donations. Other than as set forth in this Policy, NJSACSR will not sell, trade or share a donor's Personally Identifiable Information with anyone else, nor will we send donor mailings on behalf of another organization, unless you have given us explicit permission to do so; this Policy applies to all donations made by mail, via our Site, via employee withholding, or any other means.

**Registration:** In order to use some of the features of the Application, you will be asked to register with NJSACSR. The information you submit as part of the registration process is used to update and maintain our files. We collect and save such information so that you are not required to submit it every time you use a feature. When you register with us, you will be asked to provide your e-mail address and select a password. You may also be asked to provide certain other Personally Identifiable Information so that we may readily identify you. Our Sites are designed to process and maintain accurately the information that you share with us. You are invited to access our Sites 24 hours a day, 7 days a week, to change your profile information, and are encouraged to provide us with feedback.

Please note, however, that some states require us by law to record and report information regarding the abuse of someone less than 18 years of age, or vulnerable or disabled adults, including persons over 60 years of age, or persons who are in danger of committing suicide. If you convey such circumstances, and provide information that could lead us to identify your name and location, we may have to record such information and provide it to the appropriate authorities. We will not ask for your name or any Personally Identifiable Information, or attach any feedback to information that you provide during your online session.

## **2. Information We Collect Through Technology**

In addition to the above, the Application may also collect information, such as your computer's IP address, through technical means. (An IP address is often associated with the portal through which you enter the Internet.) We automatically gather, or aggregate, certain usage information, such as the number and frequency of visitors to our Sites, length of stay, and other anonymous data, the topics discussed and areas of importance to users. This data helps us determine usage levels on different parts of our Sites, and other useful statistics. We may use such information to analyze site usage for research, internal recordkeeping and service improvement purposes. In addition, we may aggregate such data and disclose it in a non-personal identifiable manner to donors, sponsors, supporters, and other third parties, to generate support for NJSACSR, its mission and its services, or as required by law. In these situations, we do not disclose any information that could be used to identify you personally.

## **3. Cookies and How We Use Them**

In general, a "cookie" is a small piece of text data stored on a user's computer by a website, in order to give that computer a unique identity to the website while performing certain processes, such as filling an online shopping cart and checking out, or calculating the number of unique visitors at a given time. Cookies may contain personal information, like email addresses, usernames, or passwords, or completely anonymous information, like a randomly generated

number. They may be deleted once a user leaves the site, leaves a section of the site, or closes the browser; or they may remain, so that the website "remembers" the user when he or she next visits. The Application does NOT place any permanent or "persistent" cookies on your computer. Although the Application does use session cookies, as explained below), the cookies placed by the Application cannot be used to identify you as a user of the Hotline. The Application uses session ID cookies to measure the amount of overall traffic on our website; we use this data only in the aggregate, meaning no individual user can be identified from the data. This cookie is in no way linked to Personally Identifiable Information, and is deleted from the user's computer when the user closes his or her browser. We do not use permanent cookies, which retain information past a user's current visit.

#### **4. How We Use Personally Identifiable Information**

We do not publish, sell, share, or rent information about you except as set forth in this Policy. We may be required to disclose information to the government or third parties under certain circumstances. Such circumstances include (and you hereby authorize us to) disclosure of any information about you that we possess to law enforcement or other government officials as we, in our sole discretion, believe is necessary or appropriate, in connection with the investigation of a crime, mandatory reporting laws, fraud, intellectual property infringement, or other activity that is illegal, or may expose us, or you, to liability. Also, if we fear that you are in danger of committing suicide, or are under 13 years old or over 60 years old, we may be required to disclose whatever information you have provided to the appropriate authorities.

Other Uses: We may use third party service providers to facilitate our services, including companies and individuals who perform functions on our behalf, such as website hosting, data analysis, contacting members of Congress or state legislatures, and providing customer service. We may provide your Personally Identifiable Information to such parties, provided, however, that they will only have access to such Personally Identifiable Information needed to perform their functions; such parties may not use it for any other purpose and are obligated to protect the confidentiality of such Personally Identifiable Information.

#### **5. How We Protect Your Security**

NJSACSR stores all information on a secure server that is only accessible by NJSACSR employees, volunteers, or contractors, pursuant to the terms described above. Again, we do not store transcripts of communications over the phone. You should be aware, however, that "perfect security" does not exist anywhere on the Internet.

ALTHOUGH WE BELIEVE WE TAKE APPROPRIATE MEASURES TO SAFEGUARD AGAINST UNAUTHORIZED DISCLOSURES OF INFORMATION, WE CANNOT ASSURE YOU THAT YOUR PERSONALLY IDENTIFIABLE INFORMATION OR COMMUNICATIONS WITH THE WEBSITE WILL NEVER BE DISCLOSED IN A MANNER INCONSISTENT WITH THIS POLICY, AND MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUFFICIENCY OF OUR SECURITY MEASURES.

Always be careful and responsible regarding your personal information. We are not responsible for, and cannot control, the use by others of any information which you provide or divulge to others, purposefully or inadvertently, including your email address and password for the Application.

While we may list and/or link to third-party websites, including non-profit and for-profit prevention programs and other services on our Sites, we do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted on our Sites or endorse any opinions expressed via reviews on our Sites. Instead, any program data, descriptions of prevention courses, video excerpts, assertions about its effectiveness, and client lists or ratings are provided for you for evaluation purposes only when you make your own decisions about the identity and suitability of others whom you contact or interact with. We do not monitor or have any control over, and make no claim or representation regarding, third-party websites. You understand that by using our Sites, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Other Information Collectors: Except as otherwise expressly included in this Policy, this document addresses the collection, use and disclosure of information. If you disclose your information to others, different rules may apply to their use or disclosure of such information. We do not control the privacy policies of others. We encourage you to ask questions before you disclose your personal information to others.

## **6. Limitations of Liability**

IN NO EVENT SHALL NJSACSR OR ITS AFFILIATES AND THEIR RESPECTIVE PARTNERS, EMPLOYEES, VOLUNTEERS, DONORS, AFFILIATES AND AGENTS (COLLECTIVELY "RELATED PERSONS") BE LIABLE FOR ANY CLAIMS, CAUSES OF ACTION, DEMANDS, LIABILITIES, LOSSES, COSTS, PENALTIES, FINES, INTEREST, EXPENSES, DAMAGES OR INJURIES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL ("DAMAGES") ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE (OR INABILITY TO USE) OR DISTRIBUTION OF OUR SITES AND THEIR CONTENTS, OR A SITE LINKED TO OUR SITES, INCLUDING ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER/DEVICE VIRUS, COMMUNICATION LINE FAILURE, OTHER COMPUTER/DEVICE MALFUNCTION, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION, OR ANY CONTENT OBTAINED THROUGH USE OF THE SITE. THIS IS TRUE EVEN IF NJSACSR OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Disclaimer: The material on our Sites may include technical inaccuracies or typographical errors. We may shut down our Sites and end these Terms of Use at any time. However, in the event of such a termination, the Limitations of Liability, Disclaimer, and Governing Law sections would continue to apply.

OUR SITES ARE PROVIDED BY NJSACSR ON AN "AS IS" AND "AS AVAILABLE" BASIS. NJSACSR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SITES OR THE INFORMATION INCLUDED ON OUR SITES INCLUDING ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SITES IS AT YOUR SOLE RISK. INFORMATION AND ADVICE PROVIDED THROUGH OUR SITES IS NOT INTENDED AND SHALL NOT CONSTITUTE PROFESSIONAL COUNSELING. HOTLINE SESSIONS MAY BE CONDUCTED BY NJSACSR PERSONNEL (INCLUDING VOLUNTEERS) WHO ARE NOT PROFESSIONALS AND MAY NOT BE AUTHORIZED TO PROVIDE COUNSELING SERVICES IN CERTAIN STATES. HOTLINE SESSIONS ARE NOT A SUBSTITUTE FOR PROFESSIONAL COUNSELING SERVICES. THE INFORMATION CONTAINED ON OUR SITES IS NOT INTENDED OR IMPLIED TO CONSTITUTE MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. IN ADDITION, NOTHING ON OUR SITES IS INTENDED TO CONSTITUTE LEGAL ADVICE.

While NJSACSR may offer you counseling by licensed professionals, services may, at times, be limited to trained volunteers that are not licensed professionals. If you need professional services or counseling, please call [the National Sexual Assault Hotline at 800.656.4673](tel:800.656.4673) to discuss how to locate a legally-certified professional.

## **7. How to Review, Update or Delete Your Information and Opt-Out Procedures**

When you register at NJSACS.org, we may send you e-mails or newsletters, to update you on events and developments pertinent to NJSACSR and our charitable goals. If you do not want to receive such emails, please email our Privacy Coordinator at [NJSACSR@gmail.com](mailto:NJSACSR@gmail.com) and we will remove you from our lists. Note that donation and/or volunteer information will remain in NJSACSR's databases. Please contact our Privacy Coordinator to obtain, change or update our records of your personal information.

## **8. Our Policy Towards Children**

We are concerned about the safety and privacy of children who use the Internet. Consistent with the Children's Online Privacy Protection Act of 1998, we will never knowingly request Personally Identifiable Information from anyone under the age of 13 without prior verifiable parental consent. If we become aware that a child under 13 has provided us with Personally Identifiable Information through the Sites without verifiable parental consent, we will use our

best efforts to remove such information from our files. If a parent or guardian becomes aware that his or her child has provided us with Personally Identifiable Information through the Sites without verifiable parental consent, he or she should contact our Privacy Coordinator at [NJSACSR@gmail.com](mailto:NJSACSR@gmail.com)

## **9. Do Not Track**

NJSACSR does not track its visitors over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (“DNT”) signals. However, some third party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser allows you to set the DNT signal so that third parties (particularly advertisers) know you do not want to be tracked. You should consult the help pages of your browser to learn how to set your preferences so that websites do not track you.

## **10. International Use**

NJSACSR makes no claims that materials or services on our Sites are appropriate or may be downloaded for use in locations outside the United States. Access to the Sites from countries or territories where such access is illegal is prohibited. Furthermore, our databases are located in the United States. If you access this website from outside the United States, you do so at your own risk. By sending us your data, you consent to its transfer to and storage within the United States. Those who access our Sites from outside the United States do so on their own initiative and are responsible for compliance with local laws, rules and regulations.

## **11. Governing Law**

You agree that your use of our Sites, this Policy and any disputes relating thereto shall be governed in all respects by the laws of New Jersey. Any dispute relating to this Agreement shall be resolved solely in the courts located in Essex County, New Jersey. You agree to waive trial by jury in any such action.