**PRIVACY POLICY**

**Last Updated: April 27, 2015**

**Vakkas, a NJ Non-Profit Corporation**

Vakkas (“Vakkas”, “we” or “us”) takes user privacy very seriously. We recognize that your privacy is a high priority, and we are committed to protecting it. This Privacy Policy (this “Policy”) provides an overview of what information we may collect from you, and how we may use it. We pledge that we will take reasonable steps to ensure that your personal information will only be used in ways that are in compliance with this Policy.

This Policy governs your access to and use of the vakkas.org website and all other websites owned and operated by Vakkas that have this Policy posted (collectively, the "Site"), including, but not limited to, all transactions conducted on the Site and all services provided in connection with the Site (together with the Site, the "Service"). By using the Site, you agree to the terms of this Policy and you consent to the collection, use and disclosure of information in accordance with this Policy.

This Policy may be periodically updated or amended. We will notify you of any changes to this Policy by posting the new Policy at www.vakkas.org/privacy policy and we will change the "Last Updated" date above. You should consult this Policy regularly for any changes. By continuing to use the Site, you accept any changes made to this Policy.

In using the Site and creating a profile, individuals may voluntarily disclose personal health-related information. The privacy and security protections under the Health Insurance Portability and Accountability Act, as amended (“HIPAA”), do not apply to the Site because any disclosure made by users is a voluntary disclosure of information by that individual. The privacy and security protections under HIPAA apply to the disclosure of protected health information by Covered Entities and their business associates and subcontractors. HIPAA does not apply to the voluntary disclosure, by individuals, of their personal health information. If you have any concerns about your use of the Site please contact information@vakkas.org for further information.

**Donors Outside of the United States**

If you are a non-U.S. user of the Site, by visiting the Site and providing us with data, you acknowledge and agree that your personal information may be processed for the purposes identified in this Policy. In addition, your personal information may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of personal information may be less stringent than the laws in your country. By providing your data, you consent to such transfer.

**Children**

The Site is not intended or designed to attract children under the age of eighteen (18). We do not collect personally identifiable data from any person that we know to be under the age of eighteen (18). By using the Site, you affirm that you are legally able and fully competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Policy, which may include the sharing of personal health-related information. Only the legal guardians of minors under the age of eighteen (18) can use the Site on their behalf.

Parents should be aware that this Privacy Policy will govern our use of personal information, but also that information that is voluntarily given by children – or others – in chat sessions, e-mail exchanges, social networking sites or the like may be used by other parties to generate unsolicited communications. We encourage all parents to instruct their children in the safe and responsible use of their personal information while using the internet.

**Information We Collect**

We may collect and process the following information about you:

* Information (such as your name, email and postal address, telephone number, sex, and country of residence, etc.) that you provide by completing forms on the Site, including if you register and create an account as a user of the Site ("Account"), upload or submit any material through the Site, or request any information from us.
* Information necessary to complete a donation through the use of PayPal.
* Information necessary to reply when you provide us feedback or contact us via email, including your name and email address, as well as any other content included in your email.
* Information you provide if you create an Account, such as your profile photo, story, school, type and stage of cancer diagnosis, your request for the outstanding hospital cancer treatment balance, financial eligibility, willingness to receive information on clinical treatment and trial programs, and the identity of your physician or healthcare facility, among other things.
* Information such as your operating system and version, product registration number, and other requested information if you contact us via email regarding support for the Service.
* Information that we collect via technology as set forth in the section titled "Technology" below.
* Information transferred from social networking sites (“SNS”) if you create an account using a SNS.

**Use of Your Personal Information**

We may use the personal information you provide:

* to identify you when you sign into your Account,
* to send you information we think you may find useful or which you have requested from us,
* to administer your Account with us,
* to enable us to contact you regarding any questions you ask through the Site,
* to analyze the use of the Site and the people visiting to improve our content and the Site,
* to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity,
* to conduct marketing activities using aggregate data and personal information only to the extent you have made your profile public under the voluntary public disclosure section of this Policy, and
* for other purposes that we may disclose to you when we request your information.

**Sharing of Personal Information**

We will not share your personal information with third parties except as follows:

* With third party vendors, consultants and other service providers who work with us and need access to your personal information to do that work;
* For marketing purposes, consistent with the terms of the voluntary public disclosure section of this Policy;
* To (i) comply with the law or to respond to lawful requests and legal process, (ii) protect the rights and property of Vakkas, our agents, users, trustees, directors, advisors, and others, including to enforce our agreements, policies, and terms of use, (iii) enforce this Policy, (iv) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided from or in the Site violates the rights of third parties; and/or (v) protect the rights, property or personal safety of Vakkas, our users, or any person.
* In connection with any merger, financing, acquisition, bankruptcy, dissolution, or other transaction or proceeding involving the sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company.

We may share non-personally identifiable information (such as anonymous user usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with third parties to demonstrate the usage patterns for advertisements, content, functionality promotions and/or services on the Site.

We do not share your personal information with clinical trial offering institutions such as hospitals and pharmaceutical companies even if you have noted your willingness to receive clinical trial information and offers on your registration to Vakkas. In the case of a successfully matching offering institution, we will contact you if you have notified us of your interest, and only after receiving your second and written notice of interest of receiving information about clinical trial programs we will share the offering party's contact information with you, and not the other way around. We will not give out your personal information to the offering institution.

**Voluntary Public Disclosure**

Any personal information or content that you voluntarily disclose in public areas of the Site, such as in the creation of your Profile, becomes publicly available and can be collected and used by others. You should exercise caution before disclosing your personal information through these public venues. You have a choice to make your profile private. If you make that choice, the alias of "Private Patient" will be assigned to you. This will ensure that your name does not appear publicly on the Site, but all other information that you choose to submit to the Site will be made public.

**Your Information Choices and Changes**

We want to communicate with you about the great work you are enabling through the Site. We may send you service related communications, including emails related to your donations and any updates to our Terms of Use or this Policy and also optional emails and updates about Vakkas and its work. To opt out of receiving these optional emails, follow the unsubscribe instructions provided in the email you receive or contact us directly at information@vakkas.org.

You may also send requests about your contact preferences, changes to your information, including requests to opt-out of sharing your personal information with third parties, to information@vakkas.org.

**Third-Party Services**

The Site may contain links to other websites, including SNS and various third-party service providers, including, but not limited to, PayPal or other similar service provider for the processing of donations, and the use of MailChimp or other similar service provider for communication purposes. When clicking a link or navigating to a third-party service provider, your information and activity is governed by the third-party’s privacy policy and terms of use. Vakkas is not and cannot be responsible for the privacy practices or the content of any of those other websites. Please check with those websites in order to determine their privacy policies and your rights under them.

**Technology**

We use various technologies to enhance your experience on the Site. We may use cookies to enhance your user experience of the Site and the Service. You can change your preferences on your browser to block cookies. You can learn more about cookies by visiting www.allaboutcookies.org.

Third parties that we use to deliver the Service may use cookies and your use of the Site through these mediums are governed by their respective privacy policies and terms of use.

We use Google Analytics to help analyze how users use the Site. Google Analytics uses cookies to collect information, such as how often users visit the Site, what pages they visit, and what other sites they used prior to coming to the Site. We use the information we get from Google Analytics only to improve our Site and Services. Google Analytics collects only the IP address assigned to you on the date you visit the Site, rather than your name or other personally identifying information. We do not combine the information generated through the use of Google Analytics with your personal information. Although Google Analytics plants a persistent cookie on your web browser to identify you as a unique user the next time you visit the Site, that cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to the Site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy.

**Security of Your Personal Information**

We use reasonable efforts to ensure that information collected through the Site is not lost, misused or altered inappropriately by administering security measures. We require a password to access your Account and we use SSL (Secure Sockets Layer) to protect the data on the registration part of the Site. Your Account information and password are encrypted using SSL and are not expected to be read in an intelligible form as they travel to the Site. You, however, are ultimately responsible for protecting your Account information and password from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to: (i) immediately notify us of any unauthorized use of your Account information and password, and/or any other breach of security, and (ii) ensure that you exit from your Account at the end of each session.

We never post anything to your Facebook, Twitter and other social media sites or third party accounts without your prior written permission. Vakkas does not collect or store payment information. However, all information transferred over the Internet can potentially be accessed by unauthorized parties; therefore, Vakkas cannot guarantee the security of your data transmitted to the Site. While we may provide certain encryption technologies and use other reasonable precautions to protect your confidential information, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception or error.

Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties (including other users of the Site) that receive any of the information that is disclosed to us.

**Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide personal information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once per calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information with respect to Vakkas, please send an e-mail to information@vakkas.org, with "Request for California Privacy Information" in the subject line and in the body of your message. In response, we will provide the requested information to you at the e-mail address that you provide.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

**Do Not Track Requests**

Additionally, because we may collect your personal information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from internet browsers and similar devices.

**Terms and Conditions of Service**

Your use of the Site will also be governed by the Vakkas Terms of Use.

**Governing Law**

This Policy will be governed by the laws of the State of New Jersey, without giving effect to any principles of conflicts of laws. By using or accessing the Site, you agree that any action at law or in equity arising out of or relating to your use of the Site or this Policy will be filed only in the state or federal courts sitting in Trenton, New Jersey, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

**Questions and Concerns**

If you have any questions, concerns, or complaints about this Policy or data collection and processing practices, or if you want to report any security violations to us, please contact us at [information@vakkas.org](mailto:information@vakkas.org).

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