

# **Jane's Fund Terms of Service and Privacy Policy**

## **Terms of Service**

### **1. Introduction**

Welcome to **Jane's Fund** ("**Jane's Fund**", "**we**", "**our**", "**us**")! Our mission is to provide secure systems that are user-friendly and efficient for our donors, and allow our Board of Directors to optimize our charitable purposes. Please carefully read the following pages.

These Terms of Service ("**Terms**", "**Terms of Service**") govern your use and access to our website located at [www.shinelinejane.org](http://www.shinelinejane.org) (the or this "**Site**") and any related sites operated by Jane's Fund. Our Privacy Policy (which follows) governs your use of this Site and explains how we collect, safeguard and disclose information that results from your use of our website.

Your agreement with us includes these Terms and our Privacy Policy ("**Agreements**"). By using our Site, you are agreeing to be bound by these Agreements. These Agreements apply to all visitors, users and others who wish to access or use our Site. If you do not agree with (or cannot comply with) the Agreements, then you may not use our Site. Please let us know by emailing at [sshifflet@shinelinejane.org](mailto:sshifflet@shinelinejane.org) so we can try to find a solution.

This Site contains various information relating to Jane's Fund in the form of text, graphics, news, reports, and other materials (tangible or intangible) ("Content").

### **2. Disclaimer**

Jane's Fund may occasionally provide self-service draft templates for users. Our templates are content intended for private use only. They do not constitute legal advice. We do not review any information you provide us, nor do we offer any opinions, legal or otherwise, regarding the information you provide. Use of our website does not constitute an attorney-client relationship.

### **3. 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 Jane's Fund 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. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. Jane's Fund authorizes you to view and use the Content on this Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or

framing, or in any networked computer environment for any purpose is prohibited without Jane's Fund's prior written approval.

#### **4. Prohibited Uses**

You agree to not misuse our Site or help anyone else do so. You may use our Site only for lawful purposes and in accordance with these Terms. For example, the following uses are strictly prohibited:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- (d) To impersonate or attempt to impersonate Jane's Fund, a Jane's Fund employee, another user, or any other person or entity.
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) To engage in any other conduct that restricts or inhibits anyone's use of the Site, or which, as determined by us, may harm or offend Jane's Fund or users of this Site or expose them to liability.

Additionally, you agree not to:

- (a) Use any robot, spider, or other automatic device, process, or means to access this Site for any purpose, including monitoring or copying any of the material on this Site.
- (b) Use any device, software, or routine that interferes with the proper working of this Site.
- (c) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (d) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of this Site, the server on which this Site is stored, or any server, computer, or database connected to this Site.
- (e) Attack this Site via a denial-of-service attack or a distributed denial-of-service attack.
- (f) Probe, scan, or test the vulnerability of our system or network
- (g) Breach or otherwise circumvent any security or authentication measures.
- (h) Otherwise attempt to interfere with or reverse engineering the proper working of this Site.

#### **5. Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Site.

## **6. Links To Other Websites**

As a convenience to you, this Site may contain links to third-party web sites or services that are not owned or controlled by Jane's Fund where we feel it is appropriate. Our decision to link to a third-party site is not an endorsement of the content in that linked site.

Jane's Fund has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT JANE'S FUND SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD-PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY WEBSITES OR SERVICES THAT YOU VISIT.

## **7. 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. NO INFORMATION PRESENTED ON THIS WEBSITE CONSTITUTES LEGAL ADVICE, NOR DOES IT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN JANE'S FUND AND ANY OTHER PARTY.

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF JANE'S FUND, ANY OF ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "THE JANE'S FUND PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT.

NONE OF THE JANE'S FUND PARTIES WARRANTS THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THIS SITE, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THIS SITES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. 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.

NONE OF THE JANE'S FUND PARTIES MAKES ANY, AND 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.

## **8. Limitation Of Liability**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF JANE'S FUND HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE. UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS THE JANE'S FUND PARTIES LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **9. Termination**

Jane's Fund 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. Jane's Fund reserves 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.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **10. User Must Comply with Applicable Laws.**

This Site is based in North Carolina. Jane's Fund makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access this Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **11. Miscellaneous**

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. Jane's Fund's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this

Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. The Agreement shall be governed by and construed in accordance with the laws of North Carolina, except with regard to its conflicts of law rules. Any action relating to the Content, this Site or the Agreements must be brought in the federal or state courts located in North Carolina and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, this Site or the Agreements must be commenced within one (1) year after the claim or cause of action arose, or be barred. The Agreements contains the entire agreement of the parties for this Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You agree to use the Content and this Site only for lawful purposes. You are prohibited from any use of the Content or Site that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation.

### **13. Changes To Site**

We reserve the right to withdraw or amend our Site, and any service or material we provide via this Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of this Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Site, or the entire site, to users.

### **14. Amendments To Terms**

We may amend Terms at any time by posting the amended terms on this Site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use this Site after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use this Site.

### **15. Acknowledgement**

**BY USING THIS SITE OR SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.**

### **16. Contact Us**

Please send your feedback, comments, requests for technical support: By email: [sshifflet@shinelinejane.org](mailto:sshifflet@shinelinejane.org)

## **Privacy Policy:**

### **1. General Statement**

Jane's Fund its affiliated foundations ("**Jane's Fund**" "**we**" or "**our**"), respects your privacy and we are committed to protecting it. This Privacy Statement explains our policies and practices regarding the information we collect from and about you. It is through this Privacy Statement that we intend to provide you with a level of comfort and confidence in how we collect, use, and safeguard personal and other information we collect and obtain, or that you provide through this website, and how you can contact us if you have any questions or concerns. It is our sincere hope that by explaining our data handling practices we will develop a trusting and long-lasting relationship with you. By using this website, you agree to the terms of this Privacy Statement and the Terms of Use.

### **2. Information About This Website**

This Privacy Statement applies to the website located at [www.shinelinejane.org](http://www.shinelinejane.org), its related mobile website, and its applications (collectively, "**Site**"), which are owned and operated by Jane's Fund, a North Carolina non-profit corporation.

The purpose of the Site is to provide visitors with the ability to learn about Jane's Fund's projects and mission, the ability to make charitable donations to Jane's Fund, and the ability to register for certain events.

We make every effort to ensure that information available through and functionality of the Site is consistent and accessible across all devices, however certain features that are available on the Site may not be available on the related mobile site or app, and vice versa.

### **3. Information We Collect From and About You.**

#### *Information You Provide to Jane's Fund*

For purposes of this Privacy Statement, "personally identifiable information" is information that identifies you as an individual, for example, your name, street address, telephone number, email address or credit card number. When you visit this Site we will not collect any personally identifiable information about you unless you provide it to us voluntarily. If you opt not to provide us with personally identifiable information you can still access the Site, however you will be unable to create login credentials, if applicable, and may be unable to use certain functionalities on the Site, activate or use a service, register for events, or make donations.

Jane's Fund and our service providers may collect personally identifiable information from you when, for example, you create account credentials, make a donation, or register for an event.

Certain pages of this Site may allow you to create login credentials by typing in your user name/ID or email address and password and other information, or by using one of the available social media authentication methods such as Facebook or Google. If you choose to create login credentials using your account with one of the available social media authentication tools, you allow us to access your information that is publicly available on the social media website (e.g., name, user ID, profile picture), and information you "Allow" the social media website to access and share with us. By authenticating through one of the social media options, you allow us to receive this information

about you. We encourage you to review the privacy policy and any terms and conditions of the social media website to determine the method you choose to utilize for authentication on this Site.

### *Information We May Collect Automatically*

This Site and its service providers may collect “non-personally identifiable information” from you. “Non-personally identifiable information” is information that does not identify you on an individual basis, but rather is collected and maintained on an aggregate or anonymous basis that includes all Site visitors. Non-personally identifiable information may include Site activity information that tracks the Site pages that are visited, the amount of time spent on our Site, clicks, mouse movements, scrolls, page views, events (which online features you interacted with), and anonymous information such as the zip codes where our visitors live. It also may include aggregate data provided by a third-party that surveys Site visitors on our behalf.

### *Tools We Use to Collect Non-Personally Identifiable Information*

A “cookie” is a small text file that helps us to make your visit to our Site more enjoyable and meaningful to you. For example, cookies avoid you having to log in every time you come back to one of our websites. There are a couple different types of cookies:

- A “session” cookie is stored only in your computer’s working memory (RAM) and only lasts for your browsing session. When you close all your browser’s windows, or when you shut down your computer, the session cookie disappears forever.
- A “persistent” cookie is stored on your computer’s hard drive until a specified date, which could be tomorrow, next week, or 10 years from now. Persistent cookies stay on your computer until either a) they expire, b) they are overwritten with newer cookies, or c) you manually remove them.

Most browsers can be configured not to accept cookies, however, this may prevent you from having access to some Site functions or features.

This Site may use conversion pixels and tags which are site instrumentation tools that help us to determine, for instance, whether a page has been viewed or not and, if so, how many times. Emails or electronic newsletters we send may use tools (e.g., pixel tags or web beacons) to gather email metrics and information to improve the reader’s experience such as how many of the emails are opened, if they were printed or forwarded, the type of device (e.g., mobile or PC) from which they were opened, and the city, state, and county associated with the applicable IP address. In general, any electronic image viewed as part of a webpage, including an ad banner, can act as a web beacon.

This Site may generate a “session log” when you visit. We use session logs to help us determine how people travel through our Site. In this way, we can structure our pages so that the information most frequently visited is easier to find. By tracking page visits, we can also determine if the information we’re providing is being used. The only data gathered is the Internet Protocol (IP) address from which you came (which contains no personal information), the website that referred you, the pages you visited and the date and time of those visits.

This Site may provide you with the opportunity to integrate with third-party social media sites, and this site may track on an aggregate level the number of items “Liked” on this site, or items on this site that you choose to share with a third-party social media site.

If you visit a related mobile site or app, or are directed to this site via a QR Code that you scanned, we collect additional non-personally identifiable information that may include the mobile device’s service provider and operating system. We may also collect a unique device identifier assigned to your mobile device, geolocation data (including your precise location), or other transactional information for that device, although as the date of publication of this Agreement, we do not intend to use such data. If your mobile phone has the capability and the GPS feature on the mobile phone is turned on, you can utilize certain locator functionalities on the Site that may utilize your GPS data to determine your location in order to fulfill your request.

Users may be directed to this Site via banner ads, site links or QR Codes. Ads, site links or QR Codes may use tools such as cookies or web beacons to deliver metrics on the effectiveness of the ads or links. They do not collect personally identifiable information from the user.

#### *Service Provider and Partner Collection of Information on the Site*

This Site may use third-party service providers to activate and/or deliver a service, or deliver Site functionality such as fulfilling your request to purchase a product, ticket, or make a charitable donation. In performing this function the third party may place a persistent cookie on your computer or have to gather personal information from you in order to activate and deliver the service, or facilitate the processing of your purchase.

We may use an unaffiliated payment service to allow you to purchase a product or service offered through the Site, or make a charitable donation (“Payment Service”). If you wish to use a Payment Service you will be directed to a Payment Service webpage. Any information you provide to a Payment Service is subject to the applicable Payment Service’s privacy policy, rather than this Privacy Statement. We have no control over, and are not responsible for, any Payment Service’s use of information collected through any Payment Service.

Instead of using an unaffiliated payment service, we may process payment ourselves. In such case we will collect information necessary to accept, process and acknowledge your charitable donation or purchase; however, we do not store credit card information on our website.

This Site may use a third-party click tracking analytics tool (such as Google Analytics and the Salesforce Marketing Cloud) to capture clickthrough statistics.

#### **4. How We Use Your Information.**

We may use the personally identifiable and non-personally identifiable information collected from and about you to:

- Fulfill Site user requests
- Respond to your comments or requests for information
- Contact you about Jane’s Fund programs and activities



- Track, measure and analyze your use of and activity relating to the Site, and your engagement with Jane’s Fund and their programs, services and activities, in order to enhance our relationships with you
- Fulfill a request for or to develop new products or services
- Contact you if necessary in the course of processing or shipping an order for products or services, or processing a charitable donation.
- Generate analytics that improve our Site layout, content, product offerings and services
- Comply with legal requirements
- Compile aggregate and statistical data to help in website design and to identify popular features
- Measure site activity to allow us to update our Site to better meet user wants and needs

## **5. Sharing Your Personally Identifiable Information.**

Donor data is the property of Jane’s Fund, which has final authority over decisions about the sharing of information.

We do not share, sell, or rent personally identifiable information with unaffiliated entities for their own use without providing you a choice.

Personally identifiable information that you provide to us in the course of using Site features or requesting a product or service through this Site may be stored in one or more of our databases. We may share personally identifiable information and non-personally identifiable information that we collect about you with Jane’s Fund related entities or affiliates, if any.

Service providers, contractors or subcontractors that have access to your personally identifiable information in connection with providing services for this Site are required to keep your information confidential and are not permitted to use this information for any other purpose than to fulfill the services they are performing for Jane’s Fund or this Site.

We will disclose your personally identifiable information, without notice, only if we have a good faith belief that such use or disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of Jane’s Fund, our affiliates, employees, agents and contractors (including enforcement of our Agreements and our terms of use); (ii) protect the safety, privacy, and security of users of the Site or members of the public; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities.

## **6. Access to and Control Over Your Personally Identifiable Information.**

To correct, update or delete your personally identifiable information maintained by us you may contact us through any of the options listed below. Please supply your name and address and specify what information you would like to correct, update or suppress so that we may be able to process your request. We will try to comply with your request as soon as reasonably practicable.

The scope of access available for this request is for information stored in the database that holds the data for this Site.

## **7. Security of Your Information**

Safeguarding information of visitors to our Site is important to us. We use reasonable administrative, technical, personnel and physical steps to maintain accuracy of information and to protect information from loss, unauthorized use or alteration.

## **8. Links to Other Sites**

This Site may provide links to other websites. We encourage you to review the privacy statements of all sites which you visit, including those whose links are provided on this Site, so that you can understand how those sites collect, use and share your information. This Site is not responsible for the privacy statements, content or data handling practices on other websites.

## **9. Contacting Us**

If you have any questions, comments or concerns about this Privacy Statement, this Site's privacy practices, or have any questions regarding the contents of this Site please contact us at:

Mail address:

Jane's Fund  
7804 Fairview Road  
P.O. Box 243  
Charlotte, NC 28226

Telephone:  
704.998.9706

Email:

[sshifflet@shinelinejane.org](mailto:sshifflet@shinelinejane.org)

We are committed to working with you to obtain a fair and rapid resolution of any complaints or disputes about privacy and the handling of your data. We will be happy to respond to your questions and comments.

## **10. Revisions to This Privacy Statement**

Occasionally we may update this Privacy Statement in order to reflect any changes to the Site or our privacy practices. If we make any updates, the new Privacy Statement will be posted to the website ten (10) days prior to the changes taking effect.

The effective date of this Privacy Statement is November 22, 2022.