

Privacy Policy

This Privacy Policy (the “Policy”) describes your privacy rights in connection with information collected, used, stored, or shared by Children of America, its parent, subsidiaries, affiliates, and/or companies operating under a registered assumed name (collectively, “Company”) and any related sites or services, whether accessed via Internet, mobile, or other device or through sites affiliated with the Company site. By using Company’s site or registering for an account, you expressly consent to Company’s collection, use, disclosure, and retention of your personal information as described in this Policy. This Policy may be updated at any time to reflect changes in Company’s practices and service offerings.

Children’s Privacy

Company does not collect or maintain information from those under 13, and no part of Company’s site is targeted to attract anyone under 13. Company also does not send email correspondence to anyone who confirms that they are under the age of 13 without their parent’s consent.

1. Categories of Information We Collect

a. Actively Submitted Data: When you use the services on Company’s site or otherwise actively send data to Company, you are providing, and Company collects, data such as your name, email address(es), mailing address(es), telephone number(s), birthday, gender, occupation, marital status, and hobbies/personal interests. In each instance, you will know what data is collected through Company’s site, because you actively submit it. Company collects actively submitted data primarily for the purpose for which you originally submitted the data (for example, registering for a user account on Company’s site, utilizing Company’s services, requesting email, telephone, or short message service (“SMS”) communications from Company, and participating in any of Company’s promotional programs such as contests, sweepstakes, or surveys.). Company may also use this data internally as research data to improve service offerings, and for purposes of advertising, promoting, and informing you services and initiatives.

b. Passively Collected Data: When you visit Company’s site, information regarding your computer and Internet connection, such as the IP address of your computer and/or Internet service provider, the date and time you access Company’s site, the Internet address of websites from which you link to Company’s site, the computer technology you are using and your movements and preferences within Company’s site, are passively collected. Company’s utilizes technology that many other websites employ, such as cookies, to collect such information. Company may also use such cookies to collect information in connection with future visits from Company’s site, to recognize you as a previous visitor and to track your activity on Company’s site. Company reserves the right to use other technologies such as Internet tags, web beacons, and navigational data collection tools (log files, server logs, or click stream). Company passively collects this data primarily for purposes of administering, protecting and improving Company’s site and systems, to better understand the preferences of our site visitors, to identify server problems, to compile aggregated statistics about site usage, to help personalize your experience and offers within our Site.

- c.** Company may also collect personal information when communicating or interacting with you via mobile or land-line telephones or email.
- d.** Company may also collect personal information about you from other third parties, such as demographic firms, to make Company's future service and marketing efforts more efficient and personalized for you.

2. Use and Sharing of Personal Information

- a.** Company uses your personal information supplied through Company's site and received from third parties (with whom you have permitted sharing of your information) to provide you with the service, communications and content you have requested. For example, if you complete a survey and request to be contacted in order to learn more about promotions, services, or other information, Company or Company's authorized representatives may contact you by telephone, email, or whatever method you have specified in the survey. Methods of contacting you include, but are not limited to mobile phone, landline, email, postal mail, and short message service ("SMS"). Additional fees may apply for some such methods.
- b.** Company may use third parties, such as ad networks, to serve advertising to you when you use Company site or other companies' sites. These third parties may use information about your activities while you navigate through and use Company's site and other web sites (and that the third parties collect through cookies) to provide you with advertisements about products and services that they think may be of interest to you. The information used by these third parties for these purposes generally does not identify you personally (in other words, the third parties are not usually using your name, address, email address, or phone number for these purposes, although they may use your IP address, your geographic location, or your device's unique identifier).
- c.** Compliance with Law: Company may provide access to information when legally required to do so, to cooperate with police investigations or other legal proceedings, to protect against misuse or unauthorized use of Company's site, to limit Company's legal liability, and to protect Company's rights or to protect the rights, property, or safety of visitors of Company's site.
- d.** Company may partner with advertising companies to place advertising on publisher websites on the Internet. These advertising companies collect anonymous information about your visits to Company's web site. This technology involves the use of third party cookies, which allow them to develop personalized advertising so that it directly relates to offers that may be of interest to you. Company may also use cookies to provide similar enhanced online marketing to you based on your interests and preferences.
- e.** Company may combine all information that is collected about you and Company may sell, disclose, or transfer your information to third parties who are affiliated with Company in Company's sole discretion and solely for lawful purposes.

3. Security

Company employs certain physical, electronic, contractual, and managerial safeguards to protect the security and privacy of your personal information. However, because no data transmission is completely secure, and no system of physical or electronic security is impenetrable, Company cannot guarantee the security of the information you provide or the security of Company's servers, networks or databases, and by using Company's site, you agree to assume all risk in connection with the information sent to, or collected by, Company when you access, visit and/or use the site, including without limitation your personal information, and Company is not responsible for any loss of such information or the consequences thereof.

4. Linking

Company may link to other websites that are not within Company's control. Company is not responsible for these websites in any way. Once you have left Company's site, there is no guarantee for the protection and privacy of any information that you provide. You should exercise caution and look at the privacy statement applicable to the website in question.

5. Visitors from Outside the United States

Company's offices are located in the United States. If you visit Company's site from another country, please be aware that information you provide or that Company obtains as a result of your use of Company's site may be processed in and transferred to the United States and will be subject to U.S. law. U.S. privacy and data protection laws may not be equivalent to the laws in your country of residence. By using Company's site or providing your information to Company, you consent to the collection, transfer, storage, and processing of information to and in the United States.

6. Effective Date, Amendments

This Policy is effective November 1, 2015. Company reserves the right to amend it from time to time and if the Policy changes materially, a revised version will be posted on Company's site. Please check back prior to providing any personally identifiable information to Company.

7. Arbitration

Company is committed to resolving issues regarding this Policy in the most efficient way possible. Therefore, by using Company's site, you consent to binding arbitration. The arbitration will be conducted by the American Arbitration Association ("AAA") Commercial Arbitration rules. The arbitration shall be conducted in English and held in Travis County, Texas. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. You agree to the entry of injunctive relief to enjoin a lawsuit or to remove you as a plaintiff in such a lawsuit. Your agreement to this provision does not constitute a waiver of any of your rights and remedies to pursue an individual claim in binding arbitration, but excludes a class action claim. You may opt-out of this provision by providing written notice of your decision no more than thirty (30) days from the date that you first use Company's site.