

Privacy Policy

Welcome to Impact-HQ.org, an online nonprofit information hub funded by the Western New York Nonprofit Support Group and managed by regional nonprofit intermediaries. Impact HQ is committed to maintaining the confidentiality, integrity and security of user information entrusted to us by the nonprofit professionals, consultants, vendors, and organizations participating with Impact HQ.

Impact HQ respects your privacy, and this policy covers disclosure, handling and use of information collected from you through Impact HQ.

1. Acceptance

You should review this policy carefully, and be sure you understand it, prior to using Impact HQ or otherwise providing any information to Impact HQ. Your use of Impact HQ, providing any information to Impact HQ or any other indication of your assent is deemed to be acceptance by you of this policy. If you do not agree to this policy, you should not use, and should immediately terminate your use of, Impact HQ and not otherwise provide any information to Impact HQ. For purposes of this Section, accessing Impact HQ only to review this policy is not deemed to be use of Impact HQ.

2. Information

In this policy:

- “Analytical Information” means all Non-Personal Information obtained through the use of cookies (or other tracking technologies) and server log files (including, but not limited to, (i) your search terms, (ii) your computer’s access date and time, browser, connection speed, Internet service provider, language,

location, manufacturer, visit details, and operating system, and (iii) whether or not you opened e-mail messages and other electronic communications from Impact HQ, and if you did, the dates and times they were opened);

- “Collected Information” means all (i) Contact Information and (ii) Non-Personal Information;
- “Non-Personal Information” means all information collected by Impact HQ, whether electronically or manually, through (i) Impact HQ, (ii) e-mail messages and other electronic communications that you may send to Impact HQ, and (iii) other sources in the ordinary course of Impact HQ’s business, that is not Contact Information (including, but not limited to, any Analytical Information); and
- “Contact Information” means all information collected by Impact HQ, whether electronically or manually, through (i) Impact HQ, (ii) e-mail messages and other electronic communications that you may send to Impact HQ, and (iii) other sources in the ordinary course of Impact HQ’s business, that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual (including, but not limited to, name, e-mail address, physical address, job title, organizational affiliation, phone number).

3. Collected Information

No Collected Information is obtained from you, unless it is voluntarily provided, except for any Collected Information obtained automatically through the Hub as set forth in this policy. Regardless of the method used to obtain Collected Information, Impact HQ will collect and retain Contact Information in its primary and backup files only to an extent that is relevant to the purposes for which it is provided by you, and for Impact HQ’s other legitimate business purposes (including,

but not limited to, marketing). You are responsible for obtaining any approvals, authorizations, consents, and permissions that are required in connection with your providing Impact HQ with any information (including, but not limited to, any information relating to a third party).

4. Choice

You may refuse to provide any information to Impact HQ at any time by terminating your use of Impact HQ, or in all other cases not involving use of Impact HQ, by notifying Impact HQ as set forth in Section 18. If you refuse to provide any information when requested to do so by Impact HQ, you may not be able to access, or otherwise enjoy the benefits of, certain products, features and services from Impact HQ.

5. Electronic Communications

Whether or not you have previously sent Impact HQ an e-mail message, you consent to Impact HQ's sending you e-mail messages and other electronic communications (a) in connection with your use of Impact HQ, (b) in the ordinary course of business, or (c) for any other legitimate business purpose (including, but not limited to, marketing). Since Impact HQ endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, you can unsubscribe to such e-mail messages or other electronic communications at any time by contacting Impact HQ as set forth in Section 18 or by following the directions contained in such e-mail messages or other electronic communications. Any request to unsubscribe from e-mail or other electronic communications will likely be effective promptly after your request is received by Impact HQ.

6. Analytical Information

When you access Impact HQ will collect Analytical Information. Your browser may provide you with the ability to not accept cookies, as well as the ability to delete already-existing cookies. If you refuse or delete previously existing cookies, you may not be able to enjoy some features of Impact HQ.

Analytical Information will only be used by Impact HQ (a) to record your use of Impact HQ, (b) to diagnose problems with Impact HQ, (c) to improve Impact HQ and make the Impact HQ experience more useful to you and other users, and (d) for other legitimate business purposes of Impact HQ (including, but not limited to, marketing). Impact HQ will collect Analytical Information either directly or through third parties acting on its behalf.

7. Security

Impact HQ will protect Contact Information from loss, misuse and unauthorized access, alteration, destruction and disclosure as required by all laws applicable to Impact HQ; provided, however, that, except as provided in the immediately following sentence, Impact HQ will, at a minimum, use commercially reasonable administrative and technical efforts to protect Contact Information from loss, misuse and unauthorized access, alteration, destruction and disclosure. Certain Contact Information posted by you on Impact HQ may be accessible to the general public, and Impact HQ is not responsible for protecting such Contact Information from loss, misuse or unauthorized access, alteration, destruction or disclosure. For example, if you participate in a public forum on the Impact HQ, any information disclosed by you when doing so may be available to the general public. Also, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost, misused, or accessed, altered, destroyed, or disclosed without authorization, even if Impact HQ uses such reasonable efforts. In providing information to Impact HQ, you must

assume the risk that Collected Information could be lost, misused, or accessed, altered, destroyed, or disclosed without authorization.

8. Use and Transfer of Collected Information

All Collected Information may be used by Impact HQ for any legitimate business purpose (including, but not limited to, marketing). If Impact HQ expressly states in this policy or in another writing that any Collected Information will only be used for a specific purpose, Impact HQ will only use such Collected Information for such purpose, unless you subsequently consent to its being used for another purpose.

Any Collected Information obtained by Impact HQ, whether or not for a specific purpose, may be transferred to third parties designated by Impact HQ (including, but not limited to, any vendors of Impact HQ) for any purposes for which Impact HQ could use such Collected Information.

Impact HQ may also at any time, in its sole discretion, disclose and use any Collected Information (including, but not limited to, a computer's Internet protocol addresses), whether or not you furnished such Collected Information for a specific purpose, to (a) comply with, or as permitted by, any applicable law or government request, (b) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights, (c) protect the rights, property or legitimate business interests of Impact HQ or a third party, or (d) transfer such Collected Information to a third party coming to own all, or substantially all, of Impact HQ's assets. If Collected Information is so transferred, Impact HQ will have no responsibility for any action of the third party to whom or to which such Collected Information is transferred.

9. Third-Party Sites

Impact HQ may contain links to, or be accessible from, websites provided by third parties (individually a “Third-Party Site”). Your use of a Third-Party Site will be subject to its terms of use and other provisions, and you are responsible for complying with such terms and other provisions. This policy does not cover the privacy policies or practices of any Third-Party Site, and Impact HQ is not responsible for any information you submit to, or otherwise collected by, any Third-Party Site. Impact HQ is only responsible for Collected Information obtained by it (a) through your authorized use of the Site or (b) from other sources in the ordinary course of its business. You should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

10. Access

Impact HQ does not warrant or represent that any Collected Information will be accurate or error-free. However, upon your request, Impact HQ will grant you access to your Contact Information in the possession, or under the control, of Impact HQ solely for the purpose of correcting or deleting such Contact Information that is inaccurate or has been processed in violation of this policy, except when the burden or expense of providing such access would be disproportionate to the risks to your privacy or where the rights of a third party would be violated.

11. Children

Impact HQ is not intended for children under 13 years of age. However, if a parent or guardian of a child who is under 13 years of age discovers that Contact Information of such a child has been submitted to Impact HQ without the parent’s or guardian’s consent, Impact HQ will use commercially reasonable efforts to remove such information from the Impact HQ and Impact HQ’s servers at the

parent's or guardian's request. To request the removal of such Contact Information, the parent or guardian must contact Impact HQ as set forth in Section 18, and provide all information requested by Impact HQ to assist it in identifying the Contact Information to be removed.

12. Applicable Law

This policy shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its principles of conflict of laws.

13. Complaints

Any complaint by you regarding any Collected Information, or otherwise relating to this policy, must first be submitted to Impact HQ as set forth in Section 18, and Impact HQ must be given a reasonable opportunity of not less than 30 days to investigate and respond to your complaint. Upon Impact HQ's completing such an investigation and so responding, Impact HQ and you must then attempt, in good faith, to promptly resolve any remaining aspects of your complaint.

14. Entire Agreement

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals, and understandings, between you and Impact HQ, with respect to Collected Information. If you use Impact HQ or otherwise have business dealings with Impact HQ, such use or dealings will be subject to this policy, plus any other written agreement between the parties that is applicable thereto. To the extent there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

15. Severability

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

16. Revisions

Impact HQ may revise any provision of this policy from time to time by posting the revised provision on Impact HQ. Any such revision will take effect immediately upon such posting and will apply to all Collected Information obtained by Impact HQ after such posting. It is your responsibility to periodically check this policy on Impact HQ for revisions to this policy. The latest version of this policy will always be the one posted on Impact HQ.

17. Expenses

Except as provided in other applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with your enforcing your rights under this policy.

18. Contact Information

If you have any questions or complaints, desire additional information, or need to notify Impact HQ regarding handling of any Collected Information or otherwise relating to this policy, please promptly contact hello [@impact-hq.org](mailto:hello@impact-hq.org) or

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