

PART I – Privacy Policy and Term of Use

Policies of Use – This policy of use section describes: “Linking”, Terms of Use” and infrastructure policies regarding home page, dynamic content, information pages and submit forms, and new page generation and modification.

A. Terms of Use for the CFCS Web sites are as follows:

- I. By visiting any Catalina Foothills Church Schools (CFCS) web sites (such as www.cfcsmain.com, prca-tucson.org, cca-tucson.org, or any other Web site owned by Catalina Foothills Church Schools), the visitor/user accepts and agrees with the terms and conditions set forth in our online notice. Any references to Catalina Foothills Church Schools (and/or “CFCS”) also apply to all CFCS web properties. A “session” refers to time spent during any visit by the user to the site, and any subsequent visits by the user. A “user”, “unique visitor”, or “visitor” refers to anyone using the site (s) not employed by Catalina Foothills Church Schools.
- II. **Use of Personal Information** – Catalina Foothills Church Schools respects user privacy. The CFCS web site may log IP addresses and browser types to track analytic content, but will not link IP addresses to anything personally identifiable. This means that a user’s session may be tracked but their identity will remain anonymous unless we explicitly specify otherwise in an obvious manner, such as a “disclaimer” or note on the page of on the submit form. Users may browse CFCS’s web sites without entering any personal information and remain anonymous during the session. However, some areas of the site may collect personal information for your personalized account, such as ordering/purchasing products, and/or donating to CFCS. Information obtained will be used only for purposes related to the mission and business of CFCS.
- III. **Secure Information** – Credit card information will be processed using the detailed information the user submits.

For example, a user may provide information for on-line registration or on-line giving. We use industry-standard Secure Sockets Layer (SSL) to encrypt credit card information provided and protect the information from being read improperly while transmitted over the Internet via third party PCI compliant solution. All CFCS vendors, as relates to transactions for the web site(s) of CFCS, also use industry-standard SSL to provide user safety; however, we cannot be held liable for the practices of vendor partnerships.

- IV. **Password Security** – If a “user” visits these site, they are responsible for maintaining the confidentiality of personal passwords and for restricting access to their computer, clearing any personal data on public computers, and agree to accept responsibility for all activities that occur under any personal passwords. The user agrees by using passwords, that they must not share password(s) with anyone.

Using our password generation, and seeking confirmation or reminders of passwords, will necessitate a response to a “secret question” developed by the user - asked to support retrieval of said password(s). Claims that do not provide sufficient responses for password retrieval may result in a “restricted” account. A new account will then be required for user access to the online members, or web profile area.

- V. **General Disclaimer** – This CFCS web site is provided by CFCS on an “as is” basis. CFCS makes no warranties of any kind expressed or implied, as to the operation of this site, the content, the materials included on this site, or destinations to which links may direct online traffic.

To the full extent permissible by applicable law, CFCS disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Users expressly agree that use of this site is at the user's sole risk.

Neither CFCS nor any of its officers, directors, employees, agents, third-party content providers, merchants, sponsors, licensors, or the like, warrant that any CFCS web site is free of errors, omissions, or uninterrupted service; nor do they make any warranty as to the results that may be obtained from the use of a CFCS Web site, or as to the accuracy, reliability, or currency of any information content, service, or item provided through any CFCS web site. CFCS does not warrant that any CFCS web site is free of bugs, viruses, other harmful components, or technical problems. CFCS will not be liable for any damages of any kind arising from the use of this site.

- VI. **Links** – The CFCS web site typically contains limited outside links to other web sites. However, should CFCS link to another site CFCS is not responsible for the privacy practices or the content of such Web sites. Users must consult the administrator of these other sites for their “privacy policies”.
- VII. **Activity** – Users are prohibited from posting on or transmitting through CFCS web site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that would violate any applicable local, state, national, or international law.
- VIII. **CAN Spam ACT and CIPA** – CFCS, though a non-profit, follows the required CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act) which establishes requirements for those who send commercial email, spells out penalties for spammers and companies whose products are advertised in spam if they violate the law, and gives consumers the right to ask e-mailers to stop spamming them.

The law, which became effective January 1, 2004, covers email whose primary purpose is advertising or promoting a commercial product or service, including content on a web site. A “transactional or relationship message” – email that facilitates an agreed-upon transaction or updates a customer in an existing business relationship – may not contain false or misleading routing information, but otherwise is exempt from most provisions of the CAN-SPAM Act.

CFCS does not fall under the regulation of Children's Internet Protection Act (CIPA), a federal law enacted by Congress, due to the fact that CFCS web sites are not designed for use by those under the age of 18, and those who visit are not allowed to be under the age of 18. Users explicitly agree and validate that by use of the site they are 18 years or older.

- IX. **Termination** – CFCS reserves the right to terminate site user's access any time, at its sole discretion.
- X. **Copyrights and Trademarks** – Copyright or trademark that are possessed by CFCS or used with permission from others who possess said copyright or trademark rights. All such rights are reserved to CFCS.
- XI. **Policy Changes** – Catalina Foothills Church Schools reserves the right to make changes to our site, policies, and these terms and conditions at any time.

B. Privacy policy

- I. Catalina Foothills Church Schools has created this Privacy Policy to explain why we collect information and how we will protect personal privacy within our Web site. The following discloses our information and data capture gathering practices for the Web sites located at

the URLs www.cfcsmain.com, www.prca-tucson.org, www.cca-tucson.org, or any other CFCS owned Web sites.

In order to fully understand user rights we encourage visitors to read this Privacy Policy, as well as the “*Terms of Use*”. Catalina Foothills Church Schools reserves the right at any time and without notice to change this Privacy Policy simply by posting such changes on our Site. Any such change will be effective immediately upon posting.

Questions regarding this statement should be directed to Catalina Foothills Church Schools, web administrator or other administration as appropriate.

II. What Information We Collect and How We Use That Information:

Our registration forms require users to give us contact information that may include name, e-mail address, format preference (HTML vs. Text), address, interests, and similar information. We do not request or store sensitive information from our web site visitors, such as credit card or social security numbers unless engaged in our e-commerce merchant activities or donation accounts. Then, such information is stored as the user specifies, or allows during the transaction, in encrypted, secure areas.

- 1) If a user engages in “registration” as a user we store and use information provide to develop a better customer service including but not limited to: data capture; information page, contests, or form recommendations; demographic and user behavior tracking; customer service issue resolution; third party communications as needed. We will not use said information for sale or resale purposes to third party for marketing purposes of that company.
- 2) We additionally store information submitted by “users” with regard to submit forms, feedback, and testimonials, donations, contest forms, events, and any other “user generated” content as needed for customer service, or as outlined in Web submit forms as promotional or school use. There are no implied warranties with the acquisition of such data; Catalina Foothills Church Schools reserves the right to manipulate the data, edit or revise information as necessary where stipulated.
- 3) Catalina Foothills Church Schools may release/and or destroy “user” passwords or other captured information provided the “user” can provide reasonable and accurate information so as to determine that the “user” is requesting release of such information. Catalina Foothills Church Schools reserves the right to make such a determination at the discretion of the school system.

III. Internet Protocol (IP) Address:

We collect an IP address from all visitors to our site. An IP address is a number that is automatically assigned to a user computer when using the Internet. We use IP addresses to help diagnose problems with our server, administer our Site, analyze trends, track users’ movement, gather broad demographic information for aggregate use in order for us to improve the Web site, and deliver customized, personalized content.

IV. Use of “Cookies”:

Our site may use cookies to enhance experiences while using our Web sites. Cookies are pieces of information that some Web sites transfer to the computer that is browsing that web site. Use of cookies makes web-surfing easier by performing certain functions such as saving passwords, and personal preferences regarding the use of the particular Web site. As a result the experience may provide a substantially more personal session.

User browsers are probably set to accept cookies. However, users can alter the configuration of the browser to refuse cookies. If that option is chosen – that is, to have the browser refuse cookies – it is possible that some areas of our Web site will not function properly when viewing them.

V. Security:

All information provided to Catalina Foothills Church Schools is transmitted using SSL (Secure Socket Layer) encryption when appropriate. SSL is a proven coding system that lets browsers automatically encrypt, or scramble, data before sending it to us. We also protect information by placing it on a secure portion of our web site that is only accessible by certain qualified employees of Catalina Foothills Church Schools. While we strive to protect all information, we cannot ensure or warrant the security of such information.

VI. “Tell-A-Friend” or “Invite”:

If a user elects to use our referral service for informing a friend about our Web site, we ask him or her for the friend's name and e-mail address. Catalina Foothills Church Schools will automatically send the friend a one-time e-mail inviting them to visit the Web site. Any spam resulting from the use of “tell-a-friend” or “invite” function on CFCS website is strictly prohibited. Any circumstances due to malicious use of CFCS functionality shall not create any liability from the CFCS schools, website or administration.

VII. Other Web Sites:

Our Web site may contain links to other web sites. Please note that when users click on one of these links, they are entering another web site for which Catalina Foothills Church Schools has no responsibility or liability.

VIII. Contacting the Web Site:

If you have any questions about this Privacy Policy or your dealings with this web site, you can contact the CFCS Web Administrator by e-mail, phone or mail or school administration as appropriate at: webadministrator@cfcsmain.com or by visiting <http://www.cfcsmain.com> and clicking on the “Contact Us” form.

IX. Social Media:

CFCS properties including Internet engagement in social media and networking shall include CFCS owned content. Any postings on such sites or networking by employees shall be considered property of CFCS. By submitting content to these types of sites you acknowledge you have relinquished content editing and any rights to content and furthermore, that CFCS may use such content as we see fit without compensation (implied or otherwise) due to you.

C. More Regarding Links

As a general practice we will not use “outside” or “reciprocal” linking, as this practice tends to drive traffic away from the CFCS sites. Under certain circumstances outside linking is allowed. These practices include when reciprocal linking benefit has been established and warranted between CFCS and other schools or organizations, or when it has been determined a smart

move on behalf of the school to allow for linking to another Web site. Whenever this takes place, links and Web sites must be reviewed to determine viability for linking.

D. More regarding Web submissions

Contest and form submit features must include required field for verifications including email, address and first and last name, as well as age verification methods such as default agreement with usage statement. No one under age 18 is allowed to enter contests unless specified as such in the contest rules or disclaimer accompanying the web form.

E.. More regarding promotional elements and binding agreements

In no way shall CFCS make binding agreements that guarantee or warranty either stated or implied traffic results, number of impressions or any metric tied to user behavior. Additionally, CFCS promotion or marketing initiatives will not make binding agreements to provide "specific space" or "banner ads" regarding placement on home page or dynamic page content, including linking to Web sites not belonging to CFCS unless specifically stated in written agreement and approved by appropriate administration and staff. Further notice regarding this can be found by contacting the web administrator for CFCS.

F. More regarding information pages

Information page and online campaign generation are subject to preliminary approval from web administrator and appropriate administration.

G. More information regarding CFCS Web Console

The CFCS Web console is administered by the development department and serves to provide the school with a secure, flexible and agile web solution for CFCS users. Under no circumstances will the console be made available to non-staff users. Should you be given access inadvertently, please contact the web administrator at CFCSmain.com