Privacy Policy

(Updated: December 20, 2024)

Safe House Project, Inc ("we", "our" or "us"), respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit the website https://www.safehouseproject.org (our "Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.

Please carefully review this privacy policy to understand our policies and practices regarding your information and how we will treat it. By using this Website, you agree to this privacy policy. Any capitalized words are defined in our Terms of Use. This policy may change from time to time. If we do, we'll let you know about any material changes, either by notifying you on the Website or by sending you an email. Your continued use after we make changes is deemed an acceptance of those changes, so please remember to check the policy for updates.

Information We Collect About You and How We Collect It

When you access our Website, create an account with us, or become a client of ours, we collect and process certain information. An attorney client relationship is not established between us and you unless and until an engagement letter is signed. The types of information collected depends upon your activity on the Website, but may include:

- Identifying information such as your name, postal address, email address, telephone number, social security number, username, password, and other identifiers by which you may be contacted online or offline.
- Information about your internet connection, the equipment you use to access the Website, and usage details.

We collect this information:

- Directly from you when you provide it to us by filling in forms on our Website or corresponding with us.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses, and information

collected through cookies, web beacons, and other tracking technologies.

• From third parties, for example, Vendors and other business partners.

You do not have to directly provide us, or third parties, with any information; however, we won't be able to extend or offer any services to you without this information. You can take certain steps to avoid sharing information that is otherwise provided automatically as you navigate the Website by changing the security and cookies settings in your web browser.

How We Use Your Information

We use the information we collect for the following purposes:

- 1. To keep your account secure.
- 2. To verify the identities of clients and prevent fraud and abuse.
- 3. To enable us to provide services.
- 4. To enable us to improve the Website.

How This Information is Shared

We do not disclose personal information that we collect or you provide as described in this privacy policy, unless with your consent or required by valid service of process or court order.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

<u>Your Rights</u>

You may also send us an email at info@www.safehouseproject.org to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

State consumer privacy laws may provide their residents with additional rights regarding our use of their personal information.

Privacy Notice for California Residents

If you are a California resident, California law requires us to provide you with some additional information regarding how we collect, use, and share your "personal information" (all terms as defined in the California Consumer Privacy Act ("CCPA")). We have identified how we obtain and use personal information in this privacy policy. Under the CCPA, we are also required to provide you with the "categories" of personal information that we may collect.

In particular, our Website has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	NO
C. Protected classification characteristics	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or	NO

Category	Examples	Collected
under California or federal law.	mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	NO
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-relate d information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

We use and share the categories of personal information we collect about you consistent with the various business purposes we discuss in this privacy policy, as described in the "How We Use This Information" and "How We Share This Information" sections above.

Please note that the CCPA sets forth certain obligations for businesses that "sell" personal information to third parties. We do not, and have not, sold personal information to third parties.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Right to know and Data Portability

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months (the "right to know"). Once we receive your request and confirm your identity, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
- sales, identifying the personal information categories that each category of recipient purchased; and
- disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.
- The specific pieces of personal information we collected about you (also called a data portability request).

<u>Right to Delete</u>

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions (the "right to delete"). Once we receive your request and confirm your identity, we will review your request to see if an exception allowing us to retain the information applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.
- We will delete or deidentify personal information not subject to one of these exceptions from our records and will direct our service providers to take similar action.

Exercising Your Rights to Know or Delete

To exercise your rights to know or delete described above, please email us at info@www.safehouseproject.org. Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your personal information. You may also make a request to know or delete on behalf of your child (children are not permitted to use our Website). You may only submit a request to know twice within a 12-month period. Your request to know or delete must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. You do not need to create an account with us to submit a request to know or delete.

Response Timing and Format

We will confirm receipt of your request within ten (10) business days. If you do not receive confirmation within the 10-day timeframe, please contact

info@www.safehouseproject.org.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

We do not sell your personal information.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.
- However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to info@www.safehouseproject.org

Other States Privacy Rights

Colorado, Connecticut, Virginia, and Utah each provide their state residents with rights to:

- Confirm whether we process their personal information.
- Access and delete certain personal information.
- Data portability.
- Opt-out of personal data processing for targeted advertising and sales.

Colorado, Connecticut, and Virginia also provide their state residents with rights to:

- Correct inaccuracies in their personal information, taking into account the information's nature processing purpose.
- Opt-out of profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights please submit a request to info@www.safehouseproject.org.

European Union Users

Data protection law in Europe requires a "lawful basis" for collecting and retaining personal information from citizens or residents of the European Economic Area. Our lawful bases include legal compliance and legitimate business interests.

Indemnification

You will indemnify, defend and hold Safe House Project, Inc. and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

<u>Disclaimer</u>

THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THIS SITE IS AT YOUR SOLE RISK. SAFE HOUSE PROJECT, INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL Safe House Project, Inc. BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

Copyrights and Copyright Agent

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Waldrop and Colvin PLLC, who can be reached as follows:

By Mail: 780 Lynnhaven Pkwy, STE 400 Virginia Beach, VA 23452 By Phone: (757) 354-2167 By E-mail: partners@thelawdept.com

Applicable Law

The laws of the Commonwealth of Virginia, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and Safe House Project, Inc. or its affiliates.

Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

<u>Waiver</u>

The failure of Safe House Project, Inc. to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Safe House Project, Inc. must be in writing and signed by an authorized representative of Safe House Project, Inc..

<u>Termination</u>

Safe House Project, Inc. may terminate this Agreement at any time, with or without notice, for any reason.

Relationship of the Parties

Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

Entire Agreement

This Terms of Use constitutes the entire agreement between you and Safe House Project and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Safe House Project, Inc. with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. Safe House Project, Inc. may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, or to make a complaint, contact us at:

Safe House Project, Inc.

1340 North Great Neck Road Suite 1272-162 Or info@www.safehouseproject.org