

Privacy Policy

Effective on: May 4, 2021

The HFLI website is mobilized and provided by the Henry Ford Learning Institute (“HFLI”). Your privacy while using the HFLI website is important to us. Please read our Privacy Policy for more information on how we use Data.

1. DEFINITIONS

A. “Affiliate(s)” means any entity that controls, is under common control with, or is controlled by either party, where “control” means the ownership, direct or indirect, of a majority of an entity’s equity or some other interest, entitling or otherwise allowing the owner to direct the affairs of such entity, specifically including without limitation, any and all subsidiaries and affiliates of which either party owns, directly or indirectly, fifty percent (50%) or more of the voting securities.

B. “We,” “us” and “our” means HFLI.

C. “Data” includes both Non-Personal Information and Personally Identifiable Information.

D. “Non-Personal Information” is any information that is not Personally Identifiable Information (defined below). Non-Personal Information includes, without limitation, Personally Identifiable Information that has been anonymized.

E. “Personally Identifiable Information” or “PII” or “personal information” is non-public information we receive from your use of the Site that can be used, alone or in combination with other information in our possession, to identify a particular person/individual. It may include information such as name, address, telephone number, and other personal information you provide us.

F. “Services” is the Site for HFLI, as defined in the Terms of Use, which is incorporated by reference and can be reviewed at <https://hfli.org/terms-of-use/>. Services also include any products and/or services offered through the Site.

G. “Site” refers to the website at <https://hfli.org>, including any related blogs, newsletters, surveys, public forums, domains, mobile sites, directories, online services, and applications maintained by HFLI or any of our Affiliates.

H. “You” and “your” mean the individual or entity visiting or using the Site.

2. INFORMATION COLLECTED AND CONSENT

You do not have to provide any Personally Identifiable Information to browse the publicly available pages of the Site; however, in order to obtain or use the Services that we may otherwise offer online or offline, you may be required to register and/or provide Personally Identifiable Information.

Information You Provide Us:

We may collect your name, the organization you are affiliated with, your title with the named organization, mailing address, billing address, phone number, payment information, or email address. We may also collect additional information from you depending on the nature of your use of the Site or any of your transactions through the Site, such as information concerning your business and/or you, including, without limitation, your maker interests and skillsets.

We collect information from you when you (i) register on the Site, (ii) fill out forms or fields on the Site or offline, (iii) order any products or services on or through the Site, (iv) donate to us; (v) communicate with us by email, mail, text, telephone, facsimile or other electronic means, or (vi) provide us with PII or other information for any other reason or purpose.

Information We Automatically Collect:

We may collect information about you automatically when you visit the Site, communicate through the Site, or use any of our online Services. We may automatically receive certain information from your browser or mobile devices, such as your browser type, the operating system of your device, the URL of the site from which you came and the URL of the site you visit when leaving the Site or any of our online Services, the equipment you use to access the Site, the unique identifier of your mobile device and your activities on the Site, such as the webpages you view and how you interact with those webpages. We may also receive your IP address and the name of your internet service provider (“ISP”) or your mobile carrier. Depending on your device’s settings, we may also receive location data and other types of information sent from third-party services or GPS-enabled devices. As you use the Site or any of our online Services, we may also collect information about such usage and your actions on the Site, such as pages you viewed, access times, and how long you spent on a page. We may use cookies to collect such information, as described in more detail below. This information is considered Non-Personal Information, which we can use for any purpose, including, without limitation, to help us improve the Site or the Services and to enhance your and other users’ experience. We may also convert PII into Non-Personal Information by excluding information that is personally identifiable. You acknowledge that Non-Personal Information and PII that is converted into Non-Personal Information belongs to HFLI and that we have the right to use such general information as either of us determines in its sole discretion.

Notwithstanding the foregoing, we will treat as PII any item that, either alone or together with other information, we could use to identify an individual. Except as described below, we will not share with third-parties any PII without your permission.

By providing your PII to us, you explicitly agree to our collection and use of such information as described in this Privacy Policy. By providing PII belonging to another person, you expressly represent and warrant that you have the authority and right to do so, and that you obtained all appropriate and required consents.

We may also collect your PII from sources that you have authorized to share with us or that you have authorized us to obtain information from. We will use your PII in those circumstances to provide the Services that your PII was shared with us to fulfill and for the purposes more fully set forth below. If you believe we received your PII from a source without authority to share your PII with us, please contact us so that we can resolve your complaint.

We may use PII for the following purposes:

- A. *To improve customer service:* Your information helps us to more effectively communicate with you, respond to inquiries, and to respond to your service requests and support needs.
- B. *To personalize user experience:* We may use information in the aggregate to understand how our users as a group use the Services and resources provided on the Site.
- C. *To improve the Site:* We continually strive to improve our Site and the Services based on the information and feedback we receive from you.
- D. *To provide products or services and to process transactions:* Except as otherwise provided in this Privacy Policy, we will use PII only for the purpose of fulfilling our duties and providing the Services. In addition, we may also share or permit access to PII to our service providers for the purpose of fulfilling our duties and providing the Services.
- E. *To Collect and Process Payment:* We may use/disclose your PII to collect payment for Services you purchase/order or for donations you make. We use a third-party service provider to collect your billing information and process your payment.
- F. *Use of Non-Personal Information.* We may use Non-Personal Information for product development, research, marketing, or other purposes.
- G. *To send periodic emails, newsletters and surveys:* The email address you provide for the Services may be used to send you information and updates pertaining to the Services, activities and updates on the Site, and surveys. It may also be used to respond to your inquiries, and/or other requests or questions. Only HFLI and our Affiliates, subsidiaries, and service providers involved in such communications with you will have access to your PII.
- H. *To develop new products or services:* We use your PII and Non-Personal Information for research and commercial purposes. The information we collect may be used to develop new products or services. Except as otherwise provided in this Privacy Policy, we may use your PII and Non-Personal Information internally or, among other things, to offer our own or third-party products and services. Only HFLI and our Affiliates, subsidiaries, and service providers involved in maintaining the Site or distributing the new product or service will have access to your PII. HFLI and our Affiliates, subsidiaries, suppliers and contractors will be required to use any PII we provide to them only for that intended purpose and subject to the terms of this Privacy Policy.
- I. *Fulfillment of Obligations:* Comply with contractual obligations, relevant industry standards, and our policies.
- J. *Security:* Mitigate fraud, enhance the security of the Site and manage institutional risk;
- K. *For marketing:* Except as otherwise provided for in this Privacy Policy or except as prohibited by applicable law, HFLI may use your PII and Non-Personal Information to enhance

its networking, marketing, social, and recruiting activities, and for other similar business purposes. We may also use Personally Identifiable Information to provide you information regarding new products or services. Only HFLI and our Affiliates, subsidiaries, and service providers involved in our marketing activities will have access to your PII, which use will be limited to our marketing activities.

L. *Compliance with applicable law:* We may disclose your PII as we may in our sole discretion determine is necessary or reasonably required to comply with the law, applicable regulations, court orders or subpoenas, to enforce our Terms of Use, or to protect our rights, property or safety, or the rights, property or safety of others.

M. *Change in the Site Ownership:* If the ownership of the Site or HFLI changes, whether in whole or in part, information collected through the Site and the Services about you may be transferred to the new owner of the Site and/or HFLI, as the case may be, and any Services can continue. In the event of a change in ownership, your user information would remain subject to the terms and conditions of the applicable version of the Privacy Policy.

N. *Connecting You with other Site Users:* Subject to our offering such Services, we may give you the option to share your PII with individuals looking to collaborate with other individuals on the Site with your interests and/or skill sets. You will have the option to make your PII public or private as it relates to such sharing of PII.

O. *Posting Data on the Site:* If you submit Data to us through the Site or through any other means, which includes PII, to post on the Site, we may, subject to our sole and absolute discretion, post that Data, in whole or in part, on the Site. We may, in our sole and absolute discretion, also modify Data submitted by you for posting on the Site. If you post any Data on any public forum on the Site, that Data, including your username and other PII, may, in our sole and absolute discretion, be posted on the Site and we may, at any time, remove your posted Data from the Site. Unless provided with the option through the Site to restrict who can view your posted Data, public forums may be viewable by the public, i.e., anyone, including unregistered users, or just registered users of the Site. If the option for restricting who can view your posted Data is not available to you, we will determine in our sole and absolute discretion who can view your posted Data.

3. WEB BROWSER COOKIES

The Site or our online Services may send a “cookie” to your computer. A cookie is a small piece of data sent to your browser from a web server and stored on your computer’s hard drive. A cookie cannot read data off your hard disk or read cookie files created by other sites. Cookies do not damage your system. Cookies allow us to recognize you as a user when you return to the Site or use the online Services using the same computer and web browser. We use cookies to identify which areas of the Site or online Services you have visited. We also may use this information to better personalize the content you see on the Site or online Services. We do not store unencrypted Personally Identifiable Information in the cookies. We also do not link Non-Personal Information from cookies to your Personally Identifiable Information.

To help us optimize the Site or for marketing purposes, we may allow other authorized third-parties to place or recognize unique cookies on your browser. Any information provided to

third-parties through cookies will be for enhancing your user experience by providing more relevant marketing. Third party services and tools we use, which may send cookies to users of the Site and may collect information from users, include:

Google Analytics, Google Tag Manager (“Google”): Google collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, hardware/software type, internet service provider, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII), Device ID (EU PII), PII (name, address, phone number, email address, login, EU- IP address, EU-unique device ID), sensitive (financial information). Aggregate data, anonymous data, PII data and sensitive data is shared by Google with third-party parties. We use the information we get from Google only to improve this website and for marketing purposes. Google collects only the IP address assigned to you on the date you visit this website, rather than your name or other identifying information. You can review Google’s privacy policy at <https://www.google.com/policies/privacy/>. Although Google plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this website, the cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google about your visits to this website is restricted by the Google Terms of Use and the Google Privacy Policy. You can prevent Google from recognizing you on return visits to the website by disabling cookies on your browser (see below).

Some browsers may allow you to manage the storage of cookies on your device. If supported by your browser, you may set your browser to refuse all cookies (or, sometimes all third-party cookies) or to alert you when a cookie is placed. However, if you select these settings, you may be unable to access certain parts of the Site or the online Services. Unless you have adjusted your browser setting to refuse cookies, the Site and online Services will issue cookies. For more information about how to manage your cookies preferences, use the ‘help’ menu of your web browser or explore the customer support sections of your web browser. To opt-out of all cookies or certain advertising cookies, visit the company website for your browser for instructions.

4. SECURITY

As set forth in the Terms of Use, we will use commercially reasonable methods to keep personal information securely in our files and systems.

5. DO NOT TRACK

Your browser may provide you with the option to send a “Do Not Track” signal to websites you visit. This signal is used to request that websites not send the requesting device cookies, but websites have no obligation to respond to such signal or to modify their operation. At the current time, the Site is not programmed to recognize Do Not Track signals, so the Site will not treat you differently if we receive such signals from your browser and we may not comply with Do Not Track settings on your browser.

6. EXEMPTIONS FROM THE PRIVACY POLICY

Our Privacy Policy does not apply to any information you may send us by email or instant messaging programs (e.g., AOL, Yahoo, etc.), or through social media networks, even if you open such programs or services by clicking a link displayed on the Site. Email, social media, and instant messages are not recognized as secure communication forms. Please do not send any information you consider private to us by email or instant message or through social media sites (e.g., Twitter, Facebook, etc.) due to the public nature of such postings.

7. LINKS TO OTHER SITES

The Site and the online Services may contain links to other websites. We are not responsible for the actions, practices, or content of websites linked to or from the Site or the online Services. You understand such websites may require you to agree to their terms of use and that we have no control over these terms. As always, you understand it is your responsibility to verify your legal use of a website and use of information from the website with the corresponding website owner.

8. AGE OF CONSENT

We take care to protect the privacy needs of children under the age of 13 and we encourage parents to be active participants in their child's online activities. We abide by the Children's Online Privacy Protection Act (COPPA) and other relevant laws. The Site does not target and is not intended for children under the age of 13, and we will not knowingly collect Personally Identifiable Information directly from them. If we discover that a child has provided personal data directly through the Site, we will delete that data. This Site is only intended for persons 18 years of age or older. If you are under 18, you are not permitted to use the Site or any of the Services.

If you have knowledge that a child 13 years of age or younger has submitted Personally Identifiable Information to us, please contact us and we will delete the PII information collected belonging to that child. You may contact us via email or by writing to us at the address below. Parents and guardians can also email us at privacy@hfli.org, but before any information is disclosed, the parent will be required to provide verification of his/her identity and authority related to any request. We will only send the information to the verified parent's or guardian's email address.

9. CAN-SPAM COMPLIANCE NOTICE

We fully comply with the federal CAN-SPAM Act. You can always opt out of receipt of further email correspondence from us.

10. CALIFORNIA PRIVACY RIGHTS

Under Section 1798.83 of the California Civil Code, residents of California can obtain certain information from companies with whom they have an established business relationship. That information is about the Personally Identifiable Information those companies have shared with third-parties for direct marketing purposes during the preceding calendar year. The law requires

companies to inform consumers about the categories of Personally Identifiable Information shared with third-parties, the names and addresses of those third-parties, and examples of the services or products marketed by those third-parties. To request a copy of the information disclosure provided by us under Section 1798.83 of the California Civil Code, please contact us via email at privacy@hfli.org.

11. YOUR NEVADA PRIVACY RIGHTS

Nevada law (SB 220), permits customers in Nevada to opt-out of the sale of certain kinds of personal information. A sale under Nevada law is the transfer of this PII to third-parties for monetary consideration so these third-parties can then re-sell or license the sold information. We do not sell your PII to third-parties as defined in Nevada law. If you are a Nevada resident and wish to opt-out of the sale of your PII should we change our practices in the future, you must send a request by email to privacy@hfli.org.

12. SALE OF PERSONALLY IDENTIFIABLE INFORMATION

We do not sell your PII. We use your PII for the purpose of providing you with the Services and as set forth in this Privacy Policy.

13. DATA RETENTION

We will retain PII collected for as long as required to do what we say we will in this Privacy Policy unless a longer retention period is required by law. You may request that your PII be deleted by emailing us at privacy@hfli.org and we will comply with your request to the extent required by applicable law.

14. COMPLIANCE WITH DATA PROTECTION LAWS

If you have a specific request related to the storage or processing of your PII collected through the Site, including, without limitation, reviewing, correcting, deleting, porting, or authorizing PII collected through the Site, please email us at privacy@hfli.org. We will review each request and will comply with the applicable law.

15. AMENDMENTS

We reserve the right to change the Privacy Policy from time to time at its sole discretion with or without notice. Any revisions are effective immediately once posted on the Site. Your continued use of the Site shall indicate your acceptance of the revision. Revisions to the Privacy Policy regarding the use of Personally Identifiable Information are not retroactive, without your express written consent.

16. EUROPEAN UNION DISCLOSURE

Personally Identifiable Information voluntarily submitted to us online, via electronic communication, or otherwise, may be maintained or accessed in servers or files in the United States of America, which the European Union has not deemed to provide “adequate” privacy protection. If you do not consent to having your information processed and stored in the United States of America, please do not provide it to us.

17. CONTACT

If you have any questions about the Privacy Policy please contact us by mail at:

Attn: Privacy Dept.
Henry Ford Learning Institute
20900 Oakwood Blvd.
Dearborn, MI 48124
Email: privacy@hfi.org