



Team Rubicon Global Privacy Policy

Last Modified: 12/10/2018

1. Introduction

Team Rubicon Global, Ltd. ('we', 'us', 'company', 'Team Rubicon Global') is committed to respecting your personal privacy and recognize that you may be concerned about the information you provide to us and how we treat that information.

This "Privacy Policy" has been established to inform you of our practices for collecting, using, maintaining, protecting, retaining, and disclosing information that we obtain from you in connection with your use of the Team Rubicon Global websites (each, a "Website"), mobile applications, or other services and applications that link to this Privacy Statement (each and collectively, and including the Websites, the "Service" or "Services").

By accessing a Service, you signify your acceptance of this Privacy Statement. If you do not agree to this Privacy Statement, please do not access the Service.

2. What is Personally Identifiable Information?

Personally identifiable information ("PII") is information about an identifiable individual, which may include, name, address, email address, payment card information, birth date, and employment history. It does not include aggregated information that does not allow you to be identified.

3. Collecting Personal Information

You can decide what PII you provide us. We will only collect PII that you choose to provide, via the Services. You may choose to provide us with PII if, for example, you: contact us with an inquiry; register with a Service; make a donation; fill out a survey or other form with your PII included; request us to provide you with information; post information to public areas of the Services; or take advantage of a promotion.

4. Your Right to Access and Limit Use Of Your Data

You have the right to access any personal information we collect about you.

Upon request and appropriate verification you may at any time:

- Obtain a copy of all personal information we collect about you.
- Withdraw your consent to the continued or future use and/or disclosure of your data.

To make a request, please contact us using the contact information located in section twenty one (21) of this policy.

5. Use of Cookies

In common with many websites, we use 'cookies' to help us gather information from visitors to our Services, as further described below. A 'cookie' is a small data file that our server sends to your browser when you visit our Websites. The use of cookies helps us to assist your use of certain aspects of the Websites. You can delete cookies at any time, or you can set your browser to reject or disable cookies. If you do disable cookies some functions on the Websites may not function correctly or optimally. We may use information from cookies for the following purposes:

- Traffic monitoring, for example: the IP address from which you access a Website, the type of browser and operating system used to access a Website, the date and time of your access to a Website, the pages you visit, the Internet address of a Website from which you accessed a Website, and the recognition of repeat visitors for statistical/analytical purposes.
- Anonymous tracking of interaction with online advertising, for example, to monitor the number of times that a banner ad is displayed and the number of times it is clicked.

We may connect the information that we collect through cookies with PII that you provide to us for the following purposes:

- To customize or personalize your experience of a Website, for example, so that we can greet you on the Website by name.
- For transactional purposes, such as credit card purchases.
- To monitor your use of our Websites in order to make our communications to you as relevant as possible, for example, sending you email communications relevant to the parts of a Website that you visit most often or by letting you know about features of the Website that you have not accessed previously.
- Compiling and reporting to third parties (such as advertisers) aggregate statistics about our users in terms of numbers, traffic patterns and related Website information.

6. Do Not Track Disclosures

We may use tracking technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). We will comply with web browser "do not track" signals that you may set in your web browser regarding the collection of PII about your online activities over time and across third-party websites or online services.

7. Use of Information

We may use information collected from you in the following ways:

Marketing Communications. We may use your PII in order to communicate with you about our products and services and those of our subsidiaries, affiliates. You will also have an opportunity to unsubscribe whenever we communicate with you via email. You may also unsubscribe from such communications at any time (see "[Unsubscribe, Access, Questions and Further Information](#)" below).

Marketing Analysis. We may use your information for marketing analysis, for example, to assess trends amongst our consumers or to measure the amount of traffic to a Website. We may also share your non-personal information with others, such as advertisers, in aggregate anonymous form, which means that the information will not contain any PII about you. We will only share PII with third parties for their own marketing analysis with your consent.

Charitable Donations. We may use your PII in order to process charitable donations such as credit card payments for any donation you may wish to make via a Website. The PII you provide may be used by an authorized third party vendor to process such payment.

Transactional Purposes. We may use your PII in order to respond to your queries and requests and to manage transactions such as credit card payments for any products that you order from us or any of our agents, or for the fulfillment of such transactions (for example delivery). The PII you provide may be used by an authorized vendor to fulfill that order.

Public (or Interactive) Areas of the Service. Information that you post on or through the any public areas of the Services (for example, chat rooms, bulletin boards and discussion groups) are generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. Users of the Services are encouraged to exercise caution when providing PII about themselves in any public (or interactive) areas of a Website or a Service.

8. Disclosure of Personal Information

In addition to the uses identified above, from time to time we may disclose PII to:

- Our service providers and subcontractors, including our affiliates, retained to perform functions on our behalf or to provide services to us, such as fulfillment of store purchases, warehousing and delivery; [marketing and advertising; data processing; software development; website hosting and management; information technology and office services; legal, and other professional service providers]; however, we shall not permit such service provider to collect, use or disclose the PII for any purpose other than to perform such functions or to provide services to us or as otherwise required by law;
- A person or entity, including our affiliates, to whom disclosure is required in order to fulfill one or more of the purposes described above under "Use of Information";
- A person who, in our reasonable judgment, is providing or seeking the information as the authorized or appointed legal agent of the subject individual;
- A legal officer or other government official if permitted or required to do so by law or where we believe such action is necessary in order to protect or defend us or other third parties against error, negligence, breach of contract, theft fraud and other illegal or harmful activity, to comply with our audit and security requirements, and to audit compliance with our corporate policies, procedures, legal and contractual obligations;
- A merging party or purchaser in the event of a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of the business associated with the Services; and
- Any third party with your consent or where disclosure is required or permitted by law.

We are required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

9. Children Under 13

The Services are only intended for individuals who are at least 13 years of age. We do not knowingly encourage or solicit visitors to our Services who are under the age of 13 or knowingly collect PII from anyone under the age of 13 without parental consent. If we learn we have collected or received PII from an individual under the age of 13, we will delete that information.]

10. Security

We implement security measures designed to protect your information from unauthorized access. Your account is protected by your account password, and we urge you to take steps to keep your PII safe by not disclosing your password and by logging out of your account after each use. We further protect your information from potential security breaches by implementing certain technological security measures including encryption, firewalls, and secure socket layer technology. However, these measures do not guarantee that your information will not be accessed, disclosed, altered, or destroyed by breach of such firewalls and secure server software. By using our Services, you acknowledge that you understand and agree to assume these risks.

11. Data Retention

We will retain your Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Statement unless a longer retention period is required or permitted by law.

The criteria used to determine our retention periods include:

- The length of time we have an ongoing relationship with you.
- Whether there is a legal obligation to which we are subject (for example, certain laws require us to keep records of your transactions for a certain period of time before we can delete them)

12. Sensitive Data

Unless specifically requested, we ask that you not send us, and you not disclose any sensitive personal data (e.g., social security numbers, national identification number, data related to racial or ethnic origin, political opinions, religion, ideological or other beliefs, health, biometrics or genetic characteristics, criminal background, trade union membership, or administrative or criminal proceedings and sanctions).

13. Access, Change or suppress Your Personal Data

If you would like to review, correct, update, suppress, restrict or delete Personal Data that you have previously provided to us, or if you would like to receive an electronic copy of your Personal Data for purposes of transmitting it to another company (to the extent this right to data portability is provided to you by law), you can contact us at info@teamrubiconglobal.org, or by mail:

Team Rubicon Global
1509 16th St NW
Washington, DC 20036

In your request, please make clear what Personal Data you would like to have changed, whether you would like to have your Personal Data suppressed from our database, or other limitations you would like to put on our use of your Personal Data. For your protection, we only fulfill requests for the Personal Data associated with the particular email address that you use to send us your request, and we may need to verify your identity before fulfilling your request.

14. Transfer of PII

The PII that we collect from you may be transferred to, and stored at, a destination outside of your country of residence (which may not provide the same level of protection as your country of residence). It may also be processed by staff, operating outside of your country of residence, who work for us or for one of our service providers. By submitting your PII, you consent to this transfer, storing, and processing.

15. Cross-Border Data Transfer

Team Rubicon Global is a global organization and provides a global service. Sharing data cross-border is essential. As a result, we will, subject to law, transfer personal data and Other Data collected in connection with the Services, to entities in countries where data protection standards may differ from those in the country where you reside. By providing data to Team Rubicon Global you understand that we may transfer data globally.

16. Disclosure To Third Parties and Liability for Onward Transfer of Data

Team Rubicon Global is a global organization and may transfer necessary data to other Team Rubicon organizations within the Team Rubicon Network. For a list of the organizations included in the Team Rubicon Network, please visit <https://teamrubiconglobal.org>. These organizations are considered to be third parties. Any data transferred is covered by this policy.

Team Rubicon Global may also disclose data to other third parties when it believes, in good faith, that such disclosure is reasonably necessary or required by law. If we do disclose data to a third party, we will enter into a written contract with such a third party, requiring the third party to provide at least the same level of privacy protection as is required by the Privacy Shield Principles. The third party contract will require oversight to ensure compliance and require notice if the third party can/will no longer comply. Upon receiving such notice, Team Rubicon Global will stop the transfer.

Team Rubicon Global is always liable in cases of onward transfer of data to third parties.

17. Unsubscribe, Access, Questions and Further Information

You will have an opportunity to unsubscribe whenever we communicate with you via email. Further, if you have submitted any PII to us through our Services, you can review and change the PII that we hold about you by contacting us at the email address listed in "Contact Information" below. 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.

18. Links

The Services may contain links or references to other websites outside of our control, including, for example, our many sponsor sites and social networking sites such as Facebook, Instagram and LinkedIn. Please be aware that we have no control over these sites and this Privacy Statement does not apply to these sites. We encourage you to read the privacy statements and terms and conditions of linked or referenced sites that you enter.

19. Social Media Platforms

The Services may provide you with the ability to register, log into, “like” or otherwise interact with your social media services, including, but not limited to, Facebook, Instagram, Twitter, Pinterest, LinkedIn, and other social media services. These features may enable integration and/or access to your social media accounts. We do not control these social media services or your profiles on these services, and we do not establish privacy settings or rules for how your PII on those services will be used. Your information will be subject to the applicable social media service’s terms and conditions and your current privacy settings on such social media service. You are encouraged to read all policies and information regarding the applicable social media services to learn more about how they handle your information. By linking to or otherwise accessing any social media service, you will be assuming the risk that the information you provide on that service may be viewed or used by third parties for any purpose. You agree that we are not responsible for any acts or omissions by these social media service providers

20. Privacy Shield Certification

Team Rubicon Global, Ltd. has certified to the EU-U.S. and Swiss-U.S. Privacy Shield frameworks. Our certifications can be found at: www.privacyshield.gov/list. For more information about the Privacy Shield principles, please visit: www.privacyshield.gov.

21. Changes to Our Privacy Statement

We may amend and update this Privacy Statement from time to time. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. The date the Privacy Statement was last revised is identified at the top of the page. Your continued access of the Website following the posting of changes to this Privacy Statement constitutes your acceptance and agreement to the changes. If you object to any of the changes to this Privacy Statement, please stop accessing the Website. Please check this page frequently and review any changes to this Privacy Statement carefully so you are aware of any changes, as they are binding on you.

22. Contact Information

If you have questions or concerns regarding this Privacy Statement, please contact us by emailing us at info@teamrubiconglobal.org or by mail:

Team Rubicon Global
1509 16th St NW
Washington, DC 20036

23. Dispute Resolution and Enforcement

In compliance with the Privacy Shield Principles, Team Rubicon Global commits to resolve complaints about our collection or use of your personal information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Team Rubicon Global at: info@teamrubiconglobal.org

Please contact us directly at the email address provided or write to us at the address provided. We will investigate and attempt to resolve disputes regarding use and/or disclosure of personal data in accordance with Privacy Shield Principles.

If we are unable to resolve your dispute, you may choose to contact JAMS. Team Rubicon Global has further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the [United States]. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact or visit <https://www.jamsadr.com/eu-us-privacy-shield> for more information or to file a complaint. The services of JAMS are provided at no cost to you.

To file a complaint with a data protection authority within your country, visit http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080

Under certain conditions, you may invoke binding arbitration, as outlined in Annex I of the Binding Arbitration Mechanism in the Privacy Shield Framework.

Team Rubicon Global is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC)

24. Commitment to Comply

Team Rubicon Global complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. Team Rubicon Global has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

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