

**EFFECTIVE DATE: NOVEMBER 16, 2016**

**UPDATED: MARCH 4 2022**

Right To Be INC DBA Hollaback! INC (“Right To Be”, “we”, “our”, or “us”) is the owner of the site [righttobe.org](http://righttobe.org) and the Hollaback! mobile application (the “Mobile Application”) (the site and Mobile Application, collectively, the “Services”) and has developed this Privacy Policy to provide important information regarding the collection, use, and disclosure of user information collected on the Services. Right To Be provides this Privacy Policy to help you make an informed decision about whether to use or continue using the Services.

This Privacy Policy is incorporated into and subject to the **Terms of Use**. Each time that you access or use the Services you signify that you agree to be bound by the Terms of Use and this Privacy Policy. If you do not agree to the terms of this Privacy Policy, you must discontinue using the Services.

## **I. COLLECTION OF INFORMATION**

We may collect the following kinds of information when you use the Services:

### **INFORMATION YOU PROVIDE DIRECTLY TO US**

For certain activities, such as when you register, subscribe to our alerts, or contact us directly, we may ask you to provide some or all of the following types of information:

- **Log-in information** for the Mobile Application, including full name, e-mail address, local chapter or local university, and language;

- **Contact information**, such as full name and e-mail address, when you sign up for e-mail updates, make a personal pledge to be a better bystander, submit a story of harassment, or comment on a story of harassment;
- **Details of a story of harassment**, including whether the user experienced such harassment or witnessed such harassment, the location of such harassment, the type of harassment experienced, the narrative of the harassment, a photo representing the experience of such harassment, and for users residing in New York City, age, sexual orientation, gender, race, type of location where such harassment occurred and whether any formal reports were made (e.g., to 911 or 311);
- **Comments**, when you comment on a story of harassment;
- **Information for requesting a new Right To Be site**, including name, city or university of the requested new site, e-mail, Skype ID, the size of your initial team, whether you can commit to our training program, whether you agree with our values and anti-discrimination policy and our comments policy, and comments about yourself, how you heard about Right To Be, your interest in running a Right To Be site and the types of “on the ground” projects you are interested in running.
- **Payment information**, such as donation amount, donation frequency, payment method, and where a credit card is used, name, address, credit card number, expiration date and credit card security code; and
- **Correspondence** you e-mail to us.

#### **INFORMATION WE COLLECT AUTOMATICALLY**

We may collect certain information automatically when you use our Services, such as your Internet protocol (IP) address and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, information about the links you click and pages you view within the Services, and other standard server log information.

We may use cookies, pixel tags, and similar technologies to automatically collect this information. Cookies are small bits of information that are stored by your computer's web browser. Pixel tags are very small images or small pieces of data embedded in images, also known as "web beacons" or "clear GIFs," that can recognize cookies, the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device. By using the Services, you consent to our use of cookies and similar technologies.

#### **INFORMATION WE OBTAIN FROM OTHER SOURCES**

We may receive information about you from other sources, including through third-party services and organizations. For example, if you access third-party services, such as Facebook, Google, or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, we may collect information from these third-party services, such as your name, e-mail address, location and photo.

If you use the Mobile Application, we may collect the following information:

- **Location Information:** If you permit the Mobile Application to access location services through the permission system used by your mobile operating system, we may also collect the location of your device when the Mobile Application is running in the foreground or background. If you initially permit the collection of this information, you can later disable it by changing the location settings on your mobile device.
- **Mobile Device Information:** We may collect information about your mobile device, including, for example, preferred language.

## **II. USE OF INFORMATION**

We only use payment information, such as credit card numbers, expiration date, and security codes, as necessary to complete a particular transaction or as otherwise required by law.

We generally use the information we collect online to:

- Share user-inputted stories of harassment and to facilitate commentary on such stories;
- Assist users in setting up local Right To Be sites;
- Assist users in setting up accounts with Right To Be;
- Sign up users for e-mail updates;
- Communicate support resources with users who have shared stories of harassment;
- Share anonymized user reports (e.g., narrative of a story of harassment, location of a story of a harassment) with third party researchers for research purposes or universities or legislators for advocacy purposes;
- Analyze the use of the Services and user data to understand and improve the Services;
- Customize the content you see when you use the Services – for example, location information is used to tag the location of a story of harassment reported by a user, which location may be edited by the user;
- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

### **III. DISCLOSURE OF INFORMATION**

We are committed to maintaining your trust, and we want you to understand when and with whom we may share the information we collect.

- **We will not sell or share your information.** We will not sell your Personal Information to other companies and we will not share it with other companies for them to use for their own marketing purposes without your consent.
- **General Public.** We may disclose information to the general public if you submit content in a public forum, such as stories of harassment or comments on such stories.
- **Advocacy.** We may disclose your anonymized information (e.g., location of harassment) to universities or legislators for advocacy purposes.
- **Research.** We may disclose your anonymized information to third party researchers (e.g., narrative of harassment) for research purposes.
- **Legal purposes.** We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect and defend the rights, interests, safety, and security of Hollaback! Inc DBA Right To Be, our affiliates, users, or the public. Such information disclosed includes any information disclosed or collected in connection with a user-inputted story of harassment, including the content of such story and the name and e-mail address of the user.
- **With your consent.** We may share information for any other purposes disclosed to you at the time we collect the information or pursuant to your consent.

If you access third-party services, such as Facebook, ShareThis, Google, or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, these third-party services may be able to collect information about you, including information about your activity on the Site, and they may notify your connections on the third-party services about your use of the Site, in accordance with their own privacy policies.

If you choose to engage in public activities on the Site, you should be aware that any information you share there can be read, collected, or used by other users of these areas. You should use caution in disclosing personal information while participating in

these areas. We are not responsible for the information you choose to submit in these public areas.

#### **IV. IMPORTANT DISCLOSURES, PRACTICES, AND CONTACT INFORMATION**

**Your California Privacy Rights.** California Civil Code Section 1798.83 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for their direct marketing purposes. We will not sell your Personal Information to other companies and we will not share it with other companies for them to use for their own marketing purposes without your consent. California users who wish to request further information about our compliance with these requirements, or have questions or concerns about our privacy practices and policies may contact us at [ihollaback.org](http://ihollaback.org).

**Website Data Collection and “Do Not Track” Notices.** Except as otherwise provided herein, we do not knowingly allow other parties to collect personally identifiable information about your online activities over time and across third-party websites when you use the Services. Because the providers of “do not track” and similar signals do not yet operate according to common, industry-accepted standards, we currently do not respond to those signals. For more information on Do Not Track, please visit [www.allaboutdnt.com](http://www.allaboutdnt.com).

**Links to other Sites.** When visiting the Services and using the Services, you may have access to various third party sites. We may allow third parties to place and read their own cookies, web beacons, and similar technologies to collect information automatically through the Services. To the extent hyperlinks may be utilized to access external or third party sites or if you come to the Services through a link from any such third party sites, you should be aware that these external or third party sites are not controlled by us and, therefore, are not subject to this Privacy Policy. We recommend

that you check the privacy policies of these sites to determine how your personal information will be utilized by the proprietors of those third party sites.

**Your Choices.** You may be able to refuse or disable cookies by adjusting your web browser settings. Because each web browser is different, please consult the instructions provided by your web browser (typically in the “help” section).

**Security.** We use reasonable measures to help protect information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure. Please note that information collected by third parties may not have the same security protections as information you submit to us, and we are not responsible for protecting the security of such information.

**International Users.** The Services are hosted in the United States. If you are accessing the Services from outside the United States, by providing your information to the Services, you are consenting to the transfer of your information to the United States for processing and maintenance in accordance with this Privacy Policy and our **Terms of Use**. You are also consenting to the application of United States law in all matters concerning the Services.

**Changes to the Privacy Policy.** We may change this Privacy Policy from time to time as technology changes, or as we add new services or change existing ones. The most recent version of the Privacy Policy will always be posted on the Services, with the “Effective Date” posted at the top of the Privacy Policy. If we are going to use any personal information in a manner that is materially different from that stated in our Privacy Policy at the time we collected such information, we will post a notice on our home page that the Privacy Policy has been modified and provide a link to the revised

Privacy Policy. By accessing the Services after the Effective Date, you are deemed to consent to our then-current Privacy Policy.

**Business Transfers.** We may share your information in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.

**Applicable Law.** If you choose to visit the Services your visit and any dispute over privacy is subject to this Privacy Policy and our Terms of Use, including limitations on damages and governing law. By visiting the Services, you agree that the laws of the State of New York, without regard to its conflict of laws principles, govern this Privacy Policy and any dispute of any sort that might arise.

**No Collection of Information from Children.** The Services are not intended for children under the age of 13, nor do we knowingly collect or retain information in connection with the Services from children under the age of 13.

**Contacting Us.** If you have any questions about this Privacy Policy, or the practices of the Services, please contact us at [hello@righttobe.org](mailto:hello@righttobe.org)