

# Terms and Conditions

## General Terms of Service

### For

## ALICE \$ense Program

Last updated: January 4, 2021

These General Terms of Service (“General Terms,” “Terms”) are a legal agreement between you (“you,” “your”) and United Way of Westchester and Putnam. (“UWWP,” “we,” “our” or “us”) and govern your use of UWWP’s services, including mobile applications, websites, and other products and services now or subsequently provided to you by UWWP. By accessing or using any of the Services you agree to be bound by these General Terms and any policies referenced within. We recommend that you take some time to carefully read through the Terms.

Unauthorized use of the site, Services and systems, including but not limited to, unauthorized entry into the ALICE \$ense site or systems is strictly prohibited. You acknowledge that with your consent, we may disclose and transfer any information that you provide through the Site to any other person or entity; or if we have a right or duty to disclose or are permitted or compelled to do so by law. Use of the site may be monitored, tracked and recorded.

## 1. Privacy

You agree to [United Way of Westchester and Putnam’s Privacy Policy](#), which explains how we collect, use and protect the personal information you provide to us.

## 2. ALICE \$ense Program Registration

You must sign up for the ALICE \$ense program to use the Services. During the sign up process we will ask you for information, including your name, email address, and other personal information. You must provide complete and accurate information in response to our questions. This information may be used to determine if you are eligible to be a participant in the ALICE \$ense program.

## 3. Revisions, Disclosures, and Notices

We may choose to amend the General Terms, or our Privacy Policy, at any time. We will notify you about material changes to this policy by posting the revised version on our website or communicating it to you by sending a notice to an email or mailing address you have provided to us. The revisions will be effective as soon as the new version is posted, but will not apply retroactively. Your continued use of the Services after the posting of a revised version will signify your acceptance of the revisions and any amendments.

You agree to UWWP’s E-Sign Consent. We may provide disclosures and notices required by law and other information about your participation in the ALICE \$ense Program to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address or texting it to the mobile phone number provided in your ALICE \$ense sign up form. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies in hand. Disclosures and notices are considered received by you

within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed or texted to you, unless we receive notice that the email or text was not delivered through our error. However, if in any such case the delivery failure was due to you providing inaccurate or out-of-date email or mobile phone numbers to us, then you shall be deemed notified within 24 hours of the initial email or text we transmitted to you, and waive any right (legal or equitable) you may have to object thereto.

## **4. Opt-out**

You are able to choose to opt-out of email and mail communications, such as newsletters, if you so desire. For more information or to opt-out of receiving certain communications from us, please follow the unsubscribe instructions that may be included in the email that you receive.

## **5. Compatible Mobile Devices and Third Party Carriers**

Your access to the ALICE \$ense Site on a mobile device may be subject to the terms of your agreements with your mobile device manufacturer or your carrier and may result in you incurring costs, fees or charges.

## **6. Your Content**

The Services may include functionality for entering personal or financial information and other materials or information.

You grant us and our affiliates a right to use, publish, distribute, and publicly display your non-identifiable personal information and content throughout the world in any media in order to provide and promote our Services.

## **7. Security**

Any sensitive information that you provide to us via a sign up form is encrypted to industry standards. For further information on data and security measures refer to United Way of Westchester and Putnam's Privacy Policy.

## **8. Communication**

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You acknowledge that opting out of receiving communications may impact your use of the Services.

## **9. Representations and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (c) any information you provide in connection with the Services, is accurate and truthful; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act ("HIPAA"); (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these General Terms and applicable Additional Terms.

## **10. Third Party Services and Links to Other Websites**

Our Site contains links to third party websites and partners. These third party websites' privacy and information security practices may be different than ours. Please note that United Way of Westchester and Putnam does not control the privacy practices of these other websites or businesses to which we provide hyperlinks or access, and the information practices of such companies are not covered by this Policy. If you decide to use third party services you will be responsible for reviewing and understanding the terms and conditions for these services and we are not responsible for the performance of any Third Party Services. UWWP expressly disclaims and you expressly waive any liability whatsoever of UWWP for these websites.

As such, if you choose to access any of these third-party sites or services, you should read the privacy notices and user disclosures on these other websites and evaluate their practices before deciding to disclose any information or use any of these services.