

Website Terms of Use, Data and Privacy Policy, Anti-Discrimination Statements

Agreement between user and ManzanitaOutreach.org, MOHelp.org, MOPacks.org, and associated websites

Welcome to manzanitaoutreach.org, mohelp.org, and/or any and all legal subsidiary, affiliate, other named alias, or associated entity or brand website, including but not limited to those listed here: Manzanita Outreach, Inc., Manzanita Outreach, Manzanita Outreach Verde Valley, Manzanita Verde Valley, MO Packs, MO Help, MOHelp.org, Manzanita Method, Manzanita Model, Kids Against Hunger – Verde Valley. These websites will be collectively referred to as MO, and are comprised of various web pages operated by Manzanita Outreach, herein referred to as MO. These websites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of MO websites constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. Manzanitaoutreach.org, mohelp.org and all other MO website may be referred to as e-commerce sites.

Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to the manzanitaoutreach.org, mohelp.org, and any and all legal subsidiary, affiliate, other named alias, or associated entity or brand website, including but not limited to those listed here: Manzanita Outreach, Inc., Manzanita Outreach, Manzanita Outreach Verde Valley, Manzanita Verde Valley, MO Help, MOHelp.org, Manzanita Method, Manzanita Model, Kids Against Hunger – Verde Valley; and governs data collection, usage and privacy. For simplification purposes, this document will refer to all of these websites and legal entities as *MO*. For the purposes of this Privacy Policy, unless otherwise noted, all references to any legal entity or to MO include all websites listed above, and any and all legal subsidiary, affiliate, other named alias, or associated entity or brand websites, including but not limited to those listed above.

When MO processed personal data, the individual rights of the individual is protected. All personal data is collected and processed in a legal and fair manner. The personal data of the individual is processed only for specific purposes. The is herein and in associated communications informed of how his/her data is being collected, processed and used.

These websites are operated as ecommerce sites. By using these websites, you consent to the data practices described in this statement.

Collection of your Personal Information

MO may collect personally identifiable information, such as your name. If you purchase MO's products and services, or donate money or securities to MO, we collect billing, credit card and other personal and financial information. This information is used to complete the purchase / donation transaction. We may gather additional personal or non-personal information in the future. Email address, first name and last name, phone number, \address, State, Province, ZIP/Postal code, City, financial information, demographic, geographic information are all examples of other information that may be collected for specific purposes.

Information may be collected in order:

Manzanita Outreach PO Box 371 Cottonwood, AZ 86236 manzanitaoutreach.org 928.649.5772



- To provide you with services and / or information
- To notify you about changes to our services and/or products
- To provide customer support
- To gather analysis or valuable information so that we can improve our services
- To detect, prevent and address technical issues

Information about your computer hardware and software may be automatically collected by MO. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of MO websites.

MO's legal basis for collecting and using the personal data described in this Policy depends on the personal data collected and the specific context in which the information is collected:

- MO needs to perform a contract with you
- You have given MO permission to do so
- Processing your personal data is in MO's legitimate interests
- MO needs to comply with the law

MO will retain personal information only for as long as is necessary for the purposes set out in this Policy and associated communication to you. MO will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. If you wish to be informed what personal data we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights:

- The right to access, update or to delete the information we have on you
- The right of rectification
- The right to object
- The right of restriction
- The right to data portability
- The right to withdraw consent

MO encourages you to review the privacy statements of websites you choose to link to from MO so that you can understand how those websites collect, use and share your information. MO is not responsible for the privacy statements or other content on websites outside of the MO websites.

Use of your Personal Information

MO collects and uses your personal information to operate its website(s) and deliver the services you have requested.

MO may also use your personally identifiable information to inform you of other products or services available from MO and its affiliates. MO may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.



MO does not sell, rent or lease its customer lists to third parties.

MO may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to MO, and they are required to maintain the confidentiality of your information.

MO may keep track of the websites and pages our users visit within MO, in order to determine what MO services are the most popular. This data is used to deliver customized content and advertising within MO to individuals whose behavior indicates that they are interested in a particular subject area.

MO will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on MO or the site; (b) protect and defend the rights or property of MO; and, (c) act under exigent circumstances to protect the personal safety of users of MO, or the public.

Security of your Personal Information

MO secures your personal information from unauthorized access, use or disclosure.

Children Under Thirteen

MO does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Opt-Out & Unsubscribe

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from MO by contacting us by phone, email, or written letter (contact information at the end of this document). You may also opt out of third-party information sharing in the same manner.

Changes to this Statement

MO will occasionally update this Statement of Privacy to reflect company and individual feedback. MO encourages you to periodically review this Statement to be informed of how MO is protecting your information.

Electronic Communications

Visiting MO websites, sending emails to MO email addresses, or submitting contact forms related to MO digital operations constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

MO does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use MO websites only with permission of a parent or guardian.



Links to third party sites/Third party services

MO websites may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of MO, and MO is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. MO is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MO of the site or any association with its operators. Certain services made available via MO websites are delivered by third party sites and organizations. By using any product, service or functionality originating from the MO websites domain, you hereby acknowledge and consent that MO may share such information and data with any third party with whom MO has a contractual or operational relationship to provide the requested product, service or functionality on behalf of MO users and customers.

No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use MO websites strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to MO that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of MO or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. MO content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of MO and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of MO or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by MO from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the MO Content accessed through MO in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Refund Policy



For any sale of goods or services controlled, operated and administered by MO, no refunds or exchanges are required for any reason, at any time.

Indemnification

You agree to indemnify, defend and hold harmless MO, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. MO reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MO in asserting any available defenses.

Liability disclaimer

The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. MO and/or its suppliers may make improvements and/or changes in the site at any time.

MO and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. MO and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall MO and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if MO or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the site.

Anti-Discrimination Statement

Manzanita Outreach prohibits discrimination against its customers, employees, clients, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, family or parental status, or sexual orientation.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at



http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call 866-632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Ave, S.W., Washington, D.C. 20250-9410, by fax 202-690-7442 or email at program.intake@usda.gov.

Manzanita Outreach will not require individuals to attend a religious or political meeting in exchange for food or other services.

Manzanita Outreach will not require clients to make a statement of faith or pledge member ship to any religious or political organization before receiving assistance.

Manzanita Outreach will not restrict food assistance services to special groups or current clients.

Manzanita Outreach will not request social security numbers from clients.

Manzanita Outreach affirms its commitment to recognizing, addressing and eradicating all forms of racism and ethnic oppression. We focus on engaging and collaborating in our work that challenge oppressive and unjust systems. We work to reduce racial injustices by creating equitable solutions within our community. Manzanita Outreach staff and volunteers are united in the pursuit to end unjust treatment of our neighbors.

We acknowledge that regardless of one's own race or ethnicity, individuals are at various points along an anti-racist journey. We also understand that bias can be unconscious or unintentional and that racism is the combination of social and institutional power plus racial prejudice. Identifying these two specific forms of oppression and disparate outcomes do not automatically mean that those involved intended negative impact and having these conversations require courage, respect and compassion, and may not always be or seek to be comfortable. However, as an anti-racist and ethnically unbiased community, we will purposefully strive to identify, discuss and challenge issues of race, color, ethnicity and the impact(s) they have on our community.

Equity Statement

Manzanita Outreach is committed to all forms of equity both internally through our work environment and externally through our programming.

- We are committed to ensuring that every policy enacted and program maintained reflects principles of kindness, dignity and the absence of judgement.
- We understand that enacting policy in a just and equitable manner considers critical issues of implicit bias and discrimination that requires concerted and purposeful action.
- We believe that bringing together staff, volunteers, clients, and other partners with differing backgrounds and life experiences will enhance our ability to increase opportunities for our neighbors to thrive.
- Policies, programs, and activities will be administered to identify and avoid discrimination and barriers to access, and to avoid disproportionately high and adverse effects on minority communities.

Termination/access restriction

Manzanita Outreach PO Box 371 Cottonwood, AZ 86236 manzanitaoutreach.org 928.649.5772



MO reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Arizona and you hereby consent to the exclusive jurisdiction and venue of courts in Arizona in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MO as a result of this agreement or use of MO websites. MO performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MO's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by MO with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MO with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MO with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

MO reserves the right, in its sole discretion, to change the Terms under which MO websites is offered. The most current version of the Terms will supersede all previous versions. MO encourages you to periodically review the Terms to stay informed of our updates.

Contact Information

MO welcomes your questions or comments regarding this information. If you believe that MO has not adhered to this Statement, or have any other questions or clarifications, please contact MO at:

Mailing Address: Manzanita Outreach PO Box 371 Cottonwood, Arizona 86326

Email Address: info@manzanitaoutreach.org

Telephone number:

Manzanita Outreach PO Box 371 Cottonwood, AZ 86236 manzanitaoutreach.org 928.649.5772



928.649.5772

Effective as of 8/15/2019