



Privacy Policy, Terms & Conditions

Our Commitment to Our Donors

We will not sell, share or trade our donors' names or personal information with any third party other than our service providers, nor send mailings to our donors on behalf of other organizations.

Privacy Policy

Effective as of March 31, 2023

This Privacy Policy applies to all personal information received by Saddle Up!, both online and offline, on any Platform ("Platform" includes the SaddleUp! website), as well as any electronic, written, or oral communications.

Introduction

Your privacy is a priority for Saddle Up! (<https://www.saddleupnashville.org/>) (sometimes referred to as "SU!", "us", or "we") and we want you to be familiar with how we collect, use, and disclose information relating to you, your computer, or your device and that enables your identification (the "Personal Information"). This Privacy Policy describes our practices with information that we (or our service providers) collect from a user (sometimes referred to as "you" or "your") through our websites, applications, and our other network-connected products and services that link to this Privacy Policy (collectively, the "Site"). This Privacy Policy only addresses information collected directly through or from our Site – it does not address or govern any information-gathering, use, or dissemination practices related to information collected from you other than directly through or from the Site, such as from telephone, facsimile, postal mail, personal delivery, or other or additional offline means or media.

SU! can be contacted by email at info@saddleupnashville.org.

1. Collection of Personal Information from Users

When you interact with us through the Site, we may collect information from you as described below.

a. Information You Provide

Some elements of the Site may ask you to submit Personal Information in order for you to benefit from the specified features or participate in a certain activity, such as registration for one of SU!'s programs, or making a donation. For example, if you make an inquiry for the Adaptive Riding Program on the Site, we may request Personal Information such as your name and contact information. If you make a donation using the Site, we may collect your credit or debit card or other financial account information. When you perform a search within the Site, SU! may record information identifying you or linking you to the search performed and recording information related to the search request. We may combine information you submit through the Site with other information we have collected from you, whether online or off-line. We will treat the combined information in accordance with this Privacy Policy.

b. Sensitive Information

Unless we specifically request or invite it, we ask that you not send or otherwise disclose to us your racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background, or trade union membership. In those cases where we may request or invite you to provide the foregoing information, we will only do so with your express consent, in accordance with applicable data protection law requirements. Where you provide us with such information without request from SU!, we reserve the right (but do not have any obligation) to erase any such information at our discretion.

c. Passive Information Collection, Use, and Choices

As you navigate the Site, certain Personal Information may be passively collected, meaning it is gathered automatically without your actively providing it. This is done using the following techniques in the following ways:

IP Addresses: An IP address is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our Site, we may view the IP address of the device you use to connect to the Internet. We use this information to determine the general physical location of the device and understand from what geographic regions our website visitors come. We also may use this information to enhance our Site.

Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type and operating system type and version screen resolution, and Internet browser type and version.

Social Media Widgets: Our Site may include social media tools, including social media widgets or plug-ins, to connect you to your social media accounts. These features may set a cookie or use other automatic collection and tracking technologies to collect information about you and your use of the social media features through and in connection with our Site. These social media tools may be hosted by a third party. Your interactions with these tools and the corresponding social media platforms are governed by the privacy policies of the companies that provide such platforms.

Cookies: Like many organizations, our Site uses “cookies” to help make sure the Site is meeting the needs of its users and to help us make improvements. Cookies are bits of text that are placed on your device when you visit certain websites. We may use cookies set by us on the Site to tell us, for example, whether you have visited us before or if you are a new visitor. We use third-party cookies set by our service provider, Google Analytics, to collect information about how visitors use the Site, including how long you spend on each page, and how you got to the Site. We do not use data collected by cookies to identify who you are. We do not allow Google to use or share our analytics data.

You can refuse our use of some or all cookies by turning off the use of cookies in your web browser. If you use your browser settings to block all types of cookies you may not be able to access all or parts of our Site or functionality may be limited. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies.

Changing your internet browser settings can prevent the use of cookies. Each browser has a different procedure for disabling the use of cookies. The Help function within your browser should tell you how. Alternatively, you may visit <http://www.aboutcookies.org> where you can review information on how to control cookies on a variety of browsers. You will also find details of how to delete cookies from your computer and other general information about cookies. You can visit <https://tools.google.com/dlpage/gaoptout> for information on how to opt out of Google Analytics cookies.

Google Analytics: We use Google Analytics, which is provided by Google Inc. Google Analytics leverages cookies and other technologies that are stored in a website visitor’s browser, app or device to do things such as allow visitors to access features that are fundamental to a service, to help sites and apps understand how their visitors engage with their service, to enhance a return visitor’s experience by providing personalized content and features, etc. For example, Google Analytics’ cookies collect information about the operating system and the browser that you use, your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Websites. On subsequent repeated visits to the Websites, frequently used information is automatically displayed for you. We are able to track your usage patterns with the help of the cookies. The information generated by cookies and other technologies about the use of the Websites is transmitted to a Google server, which may

be <https://policies.google.com/technologies/cookies?hl=en-US> to learn more about Google Analytics' use of cookies.

Our site currently does not respond to "Do Not Track" (DNT) signals and operates as described in this Privacy Policy whether or not a DNT signal is received, as there is no consistent industry standard for compliance.

2. How We Use the Information We Collect

We use Personal Information submitted by you or otherwise collected through the Site and through other sources for the purposes described in this Privacy Policy and as otherwise described to you at the point of collection. Generally, we use the information you provide to us for the reason for which it was provided. For example, if you provide us with information to make a donation, we will use the information to process your donation. Specifically, we may use Personal Information from or about you:

- i. to respond to your inquiries and to send you information that you request and to process your donations;
- ii. to send you important information regarding our relationship with you or regarding the Site, changes to our terms, conditions, and policies, and other administrative information;
- iii. to notify you about upcoming events and donations;
- iv. to promote our mission and initiatives, and the missions and initiatives of our affiliates;
- v. for our business purposes, such as data analysis, audits, recordkeeping, developing new products or services, enhancing the Site, improving our services, identifying Site usage trends, optimizing your experience on the Site, and determining the effectiveness of our fundraising campaigns;
- vi. if you choose to complete a survey, we may use the information for purposes of evaluating your feedback from the survey; and
- vii. if we intend to collect and use Personal Information for another purpose, we may seek your permission at the time the information is collected.

We may use any information that does not personally identify you, your computer, or your device for any purpose.

3. Our Disclosure of Your Information

SU! does not sell your Personal Information. We may share your Personal Information with third parties only as described in this Privacy Policy or as otherwise described at the point where we collect the information from you, including:

- i. to our affiliates for the purposes described in this Privacy Policy;
- ii. to the companies or individuals that we hire to provide services to us, such as website hosting services, relationship management services, and payment processing; and
- iii. to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, or assets (including in connection with any bankruptcy or similar proceedings).

4. Uses and Disclosures to Comply with Laws

In addition, we use and disclose Personal Information collected through the Site as we believe to be necessary or appropriate: (i) under applicable laws; (ii) to comply with legal process; (iii) to respond to requests from public and government authorities; (iv) to enforce our terms and conditions; (v) to protect our operations or those of any of our affiliates; (vi) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (vii) to allow us to pursue available remedies or limit the damages that we may sustain.

5. Links to Third Party Sites

The Site may contain links to other websites for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on this Site, any information you disclose on that website is not subject to this Privacy Policy. It is possible that these links may be used by third parties or others to collect personal or other information about you. SU! is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites. SU! does not control these third parties' use of cookies, collection of information, or how they manage such information. It is solely your obligation to review and understand the privacy practices and policies of these other websites, advertisers and any third parties.

6. Where Your Information is Processed

SU! is based in the United States. No matter where you are located, your Personal Information will be collected and processed in the United States.

7. Security

SU! will take reasonable steps to protect the information collected and provided via the Site from loss, misuse, and unauthorized access, disclosure, alteration, or destruction.

We use a variety of security measures to protect your data, including physical, electronic, and procedural safeguards. We incorporate industry standard security controls (like firewalls) and protocols (like SSL/TLS) to create a site that is resistant to standard internet-based threats. We protect the security of credit card transactions by using only large-scale third-party PCI Compliant credit card processors for the storage and encryption of all credit card data, in addition to encryption of websites directly maintained by SU!.

No website or electronic data can ever be completely secure, but we are always working to maintain up-to-date and appropriate security mechanisms. You agree that SU! shall not be liable to you for any modification, suspension, or discontinuance of the Site.

8. Data Retention

We generally retain Personal Information for so long as it may be relevant for the purposes identified in this Privacy Policy, unless a longer period of time is required by law.

9. Lawful Basis for Processing Your Personal Information

Our lawful bases for processing your Personal Information is in support of our legitimate interests, where those interests are not overridden by your fundamental rights and freedoms. This includes:

- Providing a safe user experience on our Site;
- Customer service;
- Sending communications to you to let you know about what we are doing with your donations and to solicit additional donations;
- Protecting users, our workers, and our property;
- Analyzing and improving our operations (e.g., optimizing the design and operation of our Site); and
- Managing legal issues.

This Privacy Policy is issued on behalf of Saddle Up! as controller of your Personal Information under applicable data protection laws. A “controller” is the person or organization who alone or jointly determines the purposes for which, and the manner in which, any Personal Information is, or is likely to be, processed.

10. Automated Processing of Personal Information

We may use automated processing of your Personal Information in order to tailor our communications with you and manage our relationships with our donors and contacts. This automated processing may impact the type of communications you receive from us.

11. Your Data Rights and Choices.

You can opt-out of the use of certain cookie-related processing by following the instructions in Section 1(e) above (Passive Information Collection, Use, and Choices).

If you would like to submit a data access, correction, restriction, or deletion request, you can do so by contacting us at info@saddleupnashville.org and we will process such request with respect to any Personal Information that we are able to link to you individually based on the information that you can provide to us. These rights and options that you have with respect to Personal Information are subject to limitations and exceptions under applicable law.

12. Right to Change Privacy Policy.

SU! reserves the right at any time to modify, alter, or update this Privacy Policy. Your use of the Site following any changes means that you agree to follow and be bound by the Privacy Policy as changed, subject to limitations under applicable law. Any change to this Privacy Policy shall be effective as to any user who has visited the Site before the change was made. Please review this policy periodically, and especially before you provide any Personal Information to us. The Privacy Policy was last updated on the date indicated above.

13. Contacting Us.

For questions about this website, please contact us at info@saddleupnashville.org.

For questions about privacy or handling of your Personal Information, please contact us at info@saddleupnashville.org.

To contact us by mail:

Saddle Up!
1549 Old Hillsboro Rd.
Franklin, TN 37069-9136
Attn: Executive Director
Tel.: 615-794-1150

TERMS AND CONDITIONS

Welcome to the Saddle Up! website, located at <http://saddleupnashville.org/> (the "Site"). The following terms and conditions ("Terms") govern your use of this Site. By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms you are not granted permission to use this Site and must exit immediately.

1. Informational Purposes Only.

The information on this Site is for informational purposes only. Without limiting anything else in these Terms or otherwise, SU! is not responsible for any errors or omissions in the Site or Site Materials, as defined in Section 3 of these Terms and Conditions.

2. Registration.

In order to access certain content, services, products or benefits on the Site, you may be asked to register. As part of the registration process, you must click to agree to these Terms. You may also be required to provide SU! with certain information about yourself including some types of personally identifying information such as your email and your address. You may terminate registrations at any time by contacting us by email at info@saddleupnashville.org.

3. Proprietary Rights.

As between you and SU!, SU! owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components and any software concepts and documentation and other material on, in or made available through the Site ("Site Materials"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Materials. All Site Materials are protected pursuant to copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Materials. As between any user and SU!, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Site are proprietary to SU! or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Materials, other than the right to use the Site Materials in accordance with these Terms.

4. Unauthorized Activities.

You agree that you will not use the Site for (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of the Site Materials, unless otherwise authorized by these Terms or in a separate written agreement with SU!; (c) attempting to gain unauthorized access to SU!'s computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Site or any services provided through the Site; or (d) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the Site aimed at preventing or restricting the unauthorized use of the Site or any of the Site Materials. You may use the Site and the Site Materials consistently with Section 3 of these Terms. Any other use of the Site or Site Materials, including but not limited to the aforementioned unauthorized uses,

without prior written permission of SU! is strictly prohibited. You acknowledge and agree that the unauthorized use of the Site or the Site Materials could cause irreparable harm to SU! and that in the event of such unauthorized use, SU! shall be entitled to an injunction in addition to any other remedies available at law or in equity.

5. Third Party Web Sites and Content.

The Site is available for informational purposes only. The Site may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. Use of such third party links, the Site and the Site Materials and any other material or content on and made available through the Site is entirely at your own risk. SU! does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is at your own risk, and subject to the terms and conditions of such other websites. SU! does not endorse any product, service, or treatment provided on a third party website or advertised or provided on the Site.

6. Privacy Policy.

Any Personal Information that you provide to UWW on the Site is subject to our Privacy Policy. The Privacy Policy is incorporated into these Terms by reference, as if set forth fully herein. Please be advised that the confidentiality of any communication or material transmitted to SU! via the Site or Internet electronic mail cannot be guaranteed, including, for example, Personal Information such as your address or name.

7. Disclaimer.

SU!, and its affiliates, are not responsible for and do not guarantee the accuracy or completeness of any Site Materials, , products, data, services, links, advertisements or other items contained within the Site. SU! reserves the right to immediately remove any Site Materials for any reason or for no reason. SU! may review, verify, make changes to or remove any Site Materials, the Site or the products or services made available in connection with the Site, including information submitted in connection with the Site Materials or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of Site Materials or User Content and that you may not rely on such Site Materials or User Content.

THE SITE, THE SITE MATERIALS, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE ARE MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS." USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. SU! AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SITE, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE

AVAILABLE THROUGH THE SITE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS AND EFFORT WITH REGARD TO ANY AND ALL THE SITE, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, IS WITH YOU.

8. LIMITATION of Liability.

SU! AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR SU! HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF SU! AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITE, USER CONTENT, THE SITE MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, OR THE SERVICES, PRODUCTS, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITE AND THE SERVICES AND PRODUCTS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF SU! AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). If you are dissatisfied with the Site or with any of these Terms, or feel SU! has breached these Terms, your sole and exclusive remedy is to discontinue using the Site.

9. Indemnification.

You shall indemnify SU! and its directors, officers, employees, agents, contractors and licensors ("SU! Indemnitees") against all claims, actions, suits, and other proceedings ("Claims") arising out of or incurred in connection with the Site and your use of the Site, the Site Materials or any services, product or data obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the Site Materials, the services, products, information and other materials on, in and made

available through the Site, except to the extent attributable to SU!, or any breach by you of these Terms and shall indemnify and hold SU! Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of SU!. SU! or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If SU! or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to SU!, subject to the right of SU! to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

10. Internet Security.

SU! uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. SU! will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that SU! shall not be liable to you for any modification, suspension or discontinuance of the Site. You understand that the technical processing and transmission of any Site content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to SU! via the Site or the Internet, including, for example, Personal Information such as your name or address.

11. Complaint Procedures.

If you believe that any content or postings on this Site violates your intellectual property or other rights, please notify SU! by email at info@saddleupnashville.org with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

12. Changes to these Terms; Termination.

SU! reserves the right at any time to modify, alter or update these Terms. Your use of the Site following any changes means that you agree to follow and be bound by the

terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Site before the change was made. It is the obligation of users visiting the Site before the change to learn of changes to the Terms since their last visit. SU! may suspend or terminate your account and/or your ability to use the Site, or any services on the Site, for failure to comply with these Terms, for providing SU! with untrue or inaccurate information about yourself, for infringement upon SU! proprietary rights, or for any other reason whatsoever or for no reason.

13. Governing Law and Jurisdiction.

These Terms represent the entire agreement between you and SU! with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflict of law rules; PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW. By accessing, viewing, or using the services, works, content, or materials on the Site, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in Nashville, Tennessee; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

14. Miscellaneous.

The Site is controlled and operated from within the United States. Without limiting anything else, SU! makes no representation that the Site, Site Materials, User Content, services, products, information or other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of SU! to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."