

FALLEN **First** RESERVE

POLICY AND PROCEDURE DIRECTIVE

TITLE: **PRIVACY POLICY**

NUMBER:

EFFECTIVE: **02/21**

REFERENCE:

RESCINDS/AMENDS:

REVISED:

ATTACHMENTS:

The following Privacy Policy (the “Policy”) has been approved and adopted by the Board of Directors (the “Board”) of the Fallen First Reserve, Inc. (the “FFR”).

1. Purpose

The objective of this Policy is to ensure guidelines are established to ensure the privacy, accuracy and consistency of information exchanged on the FFR’s website. The Policy extends to hard copy documentation physically maintained at FFR headquarters.

2. Scope

The Policy applies to all employees of the FFR, the Board, the officers and those authorized to speak on behalf of the FFR. For the purposes of this Policy, the term “employees” includes all permanent, contract, secondment and temporary agency employees who are on long-term assignments with the FFR as well as to consultants to the FFR.

The Policy also applies to all users who access, procure membership and provide personally identifiable information through the FFR’s website. The following is classified as “personally identifiable information.”

1. First and last names
2. Physical addresses
3. Email addresses
4. Telephone numbers
5. Social Security numbers
6. Any other contact information shared with a business either physically or online

7. Birth dates
8. Details of physical appearance (height, weight, hair color)
9. Any other information stored online that may identify an individual

3. Guidelines and Procedures

3.1 Website

1. Privacy: The FFR respects the privacy of each visitor to the FFR's Web site. The FFR's Web site may use cookies. Any personally identifiable information provided by a visitor will be used solely by the FFR for internal purposes and, where appropriate, to contact individuals directly. Personally identifiable information will be sold and will be shared only with those third-party service providers who perform functions on our behalf, including processing credit card payments, providing customer service, removing repetitive information from customer lists, analyzing data, and providing marketing assistance.

2. Copyright: The contents of all materials contained on the FFR's Web site are owned by the FFR (unless otherwise indicated) and are protected by United States and international copyright laws. All rights are reserved by the FFR, and visitors may not copy, reproduce, download, upload, republish, disseminate, post, distribute, or transmit by any means the contents of the website, except with the prior express written permission of the FFR. Copyright infringement is a violation of United States federal law, and violators are subject to criminal and civil penalties.

3. The information contained on the FFR's Web site is provided by the organization for general informational purposes only. None of the information on the Web site is intended or should be construed to be legal advice or a legal opinion. While every effort has been made to ensure that the information contained on the Web site is as accurate as possible, omissions and errors may occur. Also, because of the nature of Web site development, maintenance, and updating, the information contained on the website may not reflect the most current developments. The FFR and its contributing authors expressly disclaim all liability to any person with respect to the consequences of any act or omission committed based upon reliance, in whole or in part, on any of the contents of the Web site.

4. At certain places on the Web site, live links to other Internet addresses ("third-party sites") can be accessed. Such third-party sites contain information created, published, maintained, or otherwise posted by institutions or organizations independent of the FFR. The FFR does not endorse, approve, certify, or control these third-party sites and therefore cannot guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at such addresses. The information on the FFR's Web site and third-party sites is provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, the FFR disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Use of any information obtained from such third-party sites is voluntary, and reliance upon it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness. Reference therein to any specific commercial product, process, or service by trade name, trademark, service mark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or favoring by the FFR.

5. Your use of the Web site is at your own risk, and you assume full responsibility for all costs that arise out of its use. Neither the FFR nor any of its officers, directors, partners, employees, affiliates, subsidiaries, agents, representatives, or licensors shall be liable to you or any third party for any compensatory, direct, indirect, incidental, special, exemplary, punitive, or consequential damages, or attorneys' fees, arising out of your use of the website or inability to gain access to or use the website or out of any breach of any warranty, even if such parties have been advised of the possibility of such damages or such damages were foreseeable.

3.2 Donor Privacy

1. This portion of the Privacy Policy specifically applies to donors on the FFR regarding the "Donation Process."

2. Through a partnership with Fund the First, the nation's leading verified crowdfunding platform for first responders, the FFR sources tax-deductible donations through the platform.

3. The Fund the First platform utilizes Stripe as its credit and debit card payment processor, see Fund the First's [Privacy Policy](#) and Stripe's [Privacy Policy](#) for further information.

4. Information gathered during the donation process will likely be contact information (name, address, phone number and email address), credit or debit card information (card number, expiration date and any other information necessary to complete the transaction).

5. FFR will use contact information to procure record of the donation in the form of a written communication (such as a receipt or a letter). The donor must retain this written communication which shows the FFR, the date of the donation, and the amount of the donation for tax purposes.

3.3 E-mail Privacy

1. Through membership in the FFR, members are establishing a business relationship with the FFR and authorizing use of the e-mail addresses provided to the organization.

2. The FFR may utilize the e-mail addresses provided by its members for communication and promotion of FFR events, meetings, education programs, products, and services, unless specifically instructed otherwise by an individual member.

3. The FFR shall provide recipients of all mass e-mail communications the opportunity to unsubscribe from e-mail distribution lists.

4. The FFR may provide the e-mail addresses of primary member contacts to third parties through the FFR Web site, sale of mailing lists and directories, and direct communication, unless specifically instructed otherwise by an individual member.

3.4 Fax Privacy

1. Through membership in the FFR, members are establishing a business relationship with the FFR and authorizing use of the fax numbers provided to the organization.

2. The FFR may utilize the numbers provided by its members for communication and promotion of FFR events, meetings, education programs, products and services, unless specifically instructed otherwise by an individual member.

3. The FFR may provide the fax numbers of its members to third parties through the FFR Web site, sale of mailing lists and directories, and direct communication, unless specifically instructed otherwise by an individual member.

3.5 Hard Copy Documentation

1. The FFR respects the privacy of its donors. Any personally identifiable information provided by a visitor will be used solely by the FFR for internal purposes and, where appropriate, to contact individuals directly. Personally identifiable information will be sold and will be shared only with those third-party service providers who perform functions on our behalf, including processing credit card payments, providing customer service, removing repetitive information from customer lists, analyzing data, and providing marketing assistance.

2. All documentation will be stored on site, in a secure manner and only accessible by authorized personnel.

3. The FFR requires that any items or documents containing personally identifiable information that are assigned to be destroyed be shredded or marked out (redacted) with permanent ink before being placed in the garbage.

3.6 Opt-Out Policy

The FFR will provide each member equal opportunity to opt in or opt out of any communication method utilized by the FFR. Members will be notified regarding these policies on an annual basis.