



## **APF Privacy Policy**

The American Psychological Foundation (“APF”) believes that the protection and privacy of your Personal Data and Non-Personal Data (collectively “Data” or “Your Data”) is paramount and we value your right to privacy. APF strives to protect Data that we collect through your interaction with the APF family of websites (“APF Websites”), APF applications (“APF Apps”), APF social media tools (“APF Social Media”) and other digital and non-digital spaces where APF may collect Data (APF Websites, APF Applications, and APF Social Media, and other digital and non-digital spaces, respectively, and collectively, “APF Digital Assets”).

Data you provide to us through your use of APF Digital Assets helps to inform the APF about how best to provide you with a fulfilling user experience as it relates to our mission. Our goal is to ensure that Your Data is secure and that APF only uses Your Data subject to the terms and conditions set forth below.

APF is committed to working with you to obtain a fair and rapid resolution of any queries, complaints, or disputes about privacy.

### **APF PRIVACY POLICY**

BY USING APF DIGITAL ASSETS, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AND TO APF PROCESSING YOUR DATA FOR THE PURPOSES STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE UNDERSTAND THAT YOUR USE OF APF DIGITAL ASSETS MAY NOT BE OPTIMIZED AND IN SOME INSTANCES YOU MAY NOT BE ALLOWED ACCESS TO APF DIGITAL ASSETS THAT REQUIRE APF TO VERIFY YOU AS AN AUTHORIZED USER

#### **I. Data APF Collects**

YOU PROVIDE DATA TO US TO CREATE YOUR ACCOUNT OR TRANSACT BUSINESS WITH US.

We collect Data from all visitors (“Users”) to APF Digital Assets in order to interact with you. The following are examples of the types of Data we collect:

##### **A. Personal Data**

“Personal Data” is Data that you provide to us, or that we may otherwise collect, that identifies you directly. This also includes information that is associated with you and could potentially identify you, including when combined with other information from or about you. We will not collect or use Personal Data except as stated in this Privacy Policy. Personal Data may

include, among other things, name, postal address, telephone number, email address, payment and billing information, degrees, employer, subscriptions, University or organizational affiliation, demographic data, related application materials, or a combination of these and other Data.

**B. Non-Personal Data**

“Non-Personal Data” can be technical information or it can be demographic information. Non-personal data can be information that is automatically collected through the use of cookies for instance. Non-personal data does NOT identify you personally but may be tied together with other data to identify you. Please note that we also consider aggregated data, which is not personally identifiable, to be Non-Personal Data.

**C. Automatically Collected Data**

When you visit APF Digital Assets, we may automatically collect Data about you through the use of cookies. This Data includes the browser or operating system that you use, your IP address, the date and time you have viewed certain pages on APF Digital Assets, by ways of example. Please see our [Cookie Policy \(/about/cookies\)](/about/cookies) to find out more about how we use cookies and similar technologies.

We collect this information:

- A. Directly from you when you provide it to us, including through the use of APF Digital Assets, when you apply for funding, and during in-person events, programs, and meetings.
- B. Automatically as you navigate through APF Digital Assets: information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

**II. How APF uses your data**

WE USE YOUR DATA TO CONTACT YOU, ADMINISTER APF GRANT AND SCHOLARSHIP PROGRAMS, PROVIDE SERVICES TO YOU, CONDUCT SURVEYS, AND PERSONALIZE OUR SERVICES TO YOU.

Except as described in this Privacy Policy, or to the extent necessary to fulfill our business obligations as described in this Privacy Policy, we do not sell, transfer, or otherwise disclose to third parties any of the Personal Data that we collect directly from or about you.

We use Personal Data that is collected on APF Digital Assets in the following ways:

1. To evaluate and administer our grants and funding programs;
2. When you create an account with APF;
3. To deliver services, such as educational programs, information or newsletters you request or purchase, administer APF Review Committees;
4. To alert you to special offers, updated information and other new services from APF, other third parties, or to forward promotional materials;
5. To process your donation or order and, if necessary, to contact you regarding the status of your donation or order;
6. To fulfill the terms of a promotion;
7. To ensure the APF Digital Assets are relevant to your needs;
8. To help us create and publish content most relevant to you;
9. To request your feedback about your experience with APF;
10. To provide you with notices about your account/membership, including expiration and renewal notices;
11. To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
12. To notify you about a material change to this Privacy Policy, if necessary, and to allow you access to limited-entry areas of APF Digital Assets;
13. To fulfill any other purpose for which you provide Data; and
14. For other business purposes that help optimize your experience as you interact with APF Digital Assets.

We may also use your information to contact you about our own and third-party goods and services that may be of interest to you. If you do not want us to use your information in this way, you can adjust your user preferences in your account profile or contact us at [foundation@ampsychnfdn.org](mailto:foundation@ampsychnfdn.org).

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

### **III. Release of data to third parties**

Personal Data collected as a function of the APF Digital Assets will not be released to third parties except to further the purpose for which you provided the Data and in the following instances:

1. To fulfill a service to you including answering questions, completing an order or donation, to administer our grant and funding programs, or to follow through on a sweepstakes entry.
2. To affiliates, strategic partners, agents, third party marketers or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your Personal Data for research, administrative and/or internal business purposes. These parties may use your Personal Data to contact you with an offer or advertisement related to a product or service, or they may use such Data for their own research, administration or business purposes. If you do not want us to share your Personal Data in this manner, let us know.
3. To those administering our grant and funding programs.
4. To unaffiliated third-party service providers, agents or independent contractors who help us maintain our APF Digital Assets and provide other administrative services to us (including, but not limited to, order processing and fulfillment, providing customer service, maintaining and analyzing data, sending customer communications on APF's behalf, and entry collection, winner selection and prize fulfillment for contests, sweepstakes and other promotions). We seek to ensure that these unaffiliated third parties will not use Personal Data for any other purpose than to provide the administrative services for which they are responsible.
5. To complete your donation or purchase. If you choose to make a donation or purchase on APF Digital Assets, we may collect from you your credit card number, billing address and other Data related to such donation or purchase, and we may use such collected Data in order to fulfill your donation or purchase. We may also provide such Data to unaffiliated third parties as necessary to complete your donation or purchase (for example, to process your credit card).
6. To comply with the law or in the good faith belief that such action is necessary to conform to the requirements of law or comply with legal process served on us, to protect and defend our rights or property, including the rights and property of APF and APF Digital Assets or act in urgent circumstances to protect the personal safety of others, or to prevent other unlawful or unauthorized activities.

7. To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
8. To track and analyze non-identifying and aggregate usage and volume statistical data from our Users and provide such Data to third parties.
9. To protect against potential fraud, or other unlawful or unauthorized activities, we may verify with third parties the Data collected from APF Digital Assets. In the course of such verification, we may receive Personal Data about you from such services. In particular, if you use a credit card or debit card to purchase services or make donations with us, we may use card authorization and fraud screening services to verify that your card Data and address matches the Data that you supplied to us, and that the card has not been reported as lost or stolen.

#### **IV. Third-party websites and advertisers**

APF Digital Assets may provide you with links to other websites, although we do not necessarily advise that you are linking to another website. APF has no control over or responsibility for the data collection or use practices of linked websites, including but not limited to third parties that process online transactions. In the event you choose to access such websites, APF is not responsible for any actions or policies of those sites. For example, if you make a financial transaction using your credit card or a similar third-party payment provider, information necessary for processing the transaction is transmitted to the payment provider and is subject to that third party's own privacy policy. Further, please note that the third party's Privacy Policy, Cookie Policy, or security practices may differ from APF. APF neither assumes responsibility for, nor does it control, endorse, or guarantee any aspect of your use of the linked site. We recommend that you check the Privacy Policy, Cookie Policy, and other pertinent security practices of such a party before providing Personal Data to it. For information on advertising and third-party cookies, as well as links to opt-out, please see our [Cookie Policy \(/about/cookies\)](#)

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#### **V. Forums, chat rooms and other public posting areas**

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. You represent and warrant that all such information provided to APF is accurate and does not violate the rights of any third party or any applicable law, rule or regulation. Although we limit access to certain pages and you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions

of other users of APF Websites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Please note that any User Contribution you include in a message you post to any chat room, forum or other public posting area is available to others. If you do not want people to know your email address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY DATA IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE DATA THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS. APF RESERVES THE RIGHT, IN ITS SOLE DISCRETION TO REMOVE ANY CONTENT ON APF WEBSITES THAT IT DEEMS TO BE INAPPROPRIATE, HARASSING, DISCRIMINATORY, FALSE, OR ILLEGAL. APF FURTHER RESERVES THE RIGHT TO SUSPEND OR OTHERWISE LIMIT APF WEBSITE ACCOUNT HOLDERS WHO VIOLATE THIS SECTION.

## **VI. Opt-out of communications**

We communicate with Users on a regular basis via email. For example, we will use your email address to contact you regarding information you have requested (e.g., newsletter), account and application information, donations, APF elections, to confirm a request you have made of APF, to send you notice of upcoming payments that are due, to send you information about changes to our products and services or to send notices and other disclosures as required by law. Account holders cannot opt-out of these communications since they are necessary to keep you of informed of specific information regarding your account and actions related thereto.

APF provides you the opportunity to exercise an opt-out choice if you do not want to receive other types of communications from us, such as messages or updates from us regarding new services and products offered on APF Digital Assets or if you do not want us to share your Personal Data with third parties. For emails, you may opt-out by clicking on the "unsubscribe" link within the text of an email. We will process your request to unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed. If you have elected to receive notices to your mobile device via text message, you may opt-out by replying "STOP" to such mobile message. You may receive a confirmatory text message in response to your "STOP" request and you hereby consent to receipt of such confirmation.

## **VII. Your choices and APF obligations regarding data retention**

We keep your Data for as long as you hold a Foundation account, or as long as your relationship with APF Digital Assets continues, as required by law, or until consent is revoked. This includes Data you or others provided to us and Data

obtained from your use of APF Digital Assets. There may be some instances where we retain Non-Personal Data in a de-identified or aggregated form. We will not delete historical Data that references your service to APF in governance. We will not delete any comments or posts you have made on any of APF's social media accounts or on any other of APF's Digital Assets. Your Data may continue to be accessed by others until they refresh their cache.

## **VIII. Your Privacy Rights**

1. **Delete Data:** You can ask us to erase or delete all or some of Your Data (for example if you delete your account) and we will work hard to honor all requests in a timely manner. In some instances, we may not be able to delete your Personal Data in order to comply with applicable laws (for example, it is necessary to keep the financial records of a transaction with you).
2. **Change or Correct Data:** You are primarily responsible for updating or correcting Your Data through your APF account. You can also ask us to change, update or fix your data in certain cases, particularly if it is inaccurate.
3. **Object to, or Limit or Restrict, Use of Data:** You can ask us to stop using all or some of Your Data. We rely on the processing of personal information that you have provided. If you revoke your consent for the processing of personal information, then we may no longer be able to provide you services. In some cases, we may limit or deny your request to revoke consent if the law permits or requires us to do so, or if we are unable to adequately verify your identity.
4. **Resignation/Account Closure:** We will keep some of Your Data even after you close your APF account in order to fulfill any final service requests. Please note that we will retain Your Data even after you have closed your APF account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our User Agreement, or fulfill your request to "unsubscribe" from further messages from us. We will retain de-identified Data after your account has been closed.
5. Your Data may continue to be accessed by others until they refresh their cache.
6. We will not delete historical Data that references your service to APF. We will not delete any comments or posts you have made on any of APF's social media accounts or on any other of APF's Digital Assets.

## **IX. How we respond to do not track signals**

The "Do Not Track" ("DNT") privacy preference is an option that may be made in some web browsers allowing you to opt-out of tracking by websites and online services. At this time, global standard DNT technology is not yet finalized and not

all browsers support DNT. We therefore do not recognize DNT signals and do not respond to them.

## **X. Children's privacy (COPPA)**

APF Digital Assets are not directed to or intended for individuals under the age of 16 and our policy is to not knowingly collect personal data from children under the age of 13, nor to sell personal data of individuals under the age of 16. We do not knowingly collect Personal Data from children under 16. If we become aware that a child under the age of 16 has provided us with Personal Data, we will take steps to delete such information. If personal information is collected relating to children under the age of thirteen, it is collected from parents or other authorized adults. If in the future, we collect personally identifiable information from children, we will do so in compliance with the Children's Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.).

In the course of any direct or indirect reorganization process including, but not limited to, mergers, acquisitions, divestitures, bankruptcies, and sales of all or a part of our assets, you grant us the right to share, transfer, or assign the Data collected via APF Digital Assets following completion of such transaction and/or during the assessment process pending transfer. If transferred in such a case, your Data would remain subject to this Privacy Policy or a policy that, at a minimum, protects your privacy to an equal degree as this Privacy Policy.

## **XI. Contacting APF**

Users may contact APF through email at [foundation@ampsychfdn.org](mailto:foundation@ampsychfdn.org) from anywhere. You may also mail us directly: American Psychological Foundation, 750 First Street NE, Washington D.C. 20002.

## **XII. Consent to transfer**

If you are visiting APF Digital Assets from a location outside of the U.S., your connection may be through and to servers located in the U.S. Any information you provide during your visit will be processed and maintained on our server and other internal systems located within the U.S. The U.S. may not have the same data protection laws as the country you are visiting from and may not afford many of the rights conferred upon data subjects in your country. You acknowledge you understand that by providing your Personal Data to us, your Personal Data (i) will be used for the uses identified above in accordance with this Privacy Policy, and (ii) may be transferred to the U.S. as indicated above, in accordance with applicable law.

When APF collects information in one country, and transfers it to another, to the extent possible it applies the same level of data protection required under the laws in the first country even when the data is in the second country. In particular, users in the European Union should be aware that while the European



Commission has not found United States law to adequately protect the rights of data subjects, APF takes reasonable precautions to ensure that all processing activities conducted on our behalf are compliant with the European Union General Data Protection Regulation.

### **XIII. European Union User Consent**

For Users of this website located in the European Union (“EU”), APF follows the Google EU User Consent Policy found at [this link](#).

By voluntarily using this website, EU Users consent to APF’s data collection, sharing, and usage as described above.

### **XIV. European Data Subjects (GDPR)**

This section applies if you are an EU data subject (for these purposes, reference to the EU also includes the European Economic Area (“EEA”) countries of Iceland, Liechtenstein, Norway, the United Kingdom and, where applicable, Switzerland).

APF is the data controller for processing Personal Data provided to us through APF Digital Assets. Our registered office is 750 First Street NE, Washington D.C. 20002.

We collect and use Personal Data when we have a lawful basis to do so, as follows:

1. At your direction and with your consent.
2. To fulfill contracts we might have with you.
3. For public interest.
4. For vital interests.
5. For other legitimate business purposes.
6. To comply with a legal obligation.

We will only use your Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If there is any change in the purposes for which we collect your Personal Data, we will inform you of such change. If you wish to obtain an explanation as to how the processing for the new purpose is compatible with the original purposes, please contact us through the contact details provided at the top of this Privacy Policy. If we need to use your Personal Data for an unrelated purpose, we will notify you and will explain the legal basis which allows us to do so.

Subject to applicable law, you have the following rights in relation to your Personal Data:

1. Right of access: If you ask us, we will confirm whether we are processing your Personal Data and, if so, provide you with a copy of that Personal Data (along with certain other details). If you require additional copies, we may need to charge a reasonable fee.
2. Right to rectification: If your Personal Data is inaccurate or incomplete, you are entitled to have it rectified or completed. If we have shared your Personal Data with others, we will tell them about the rectification where possible. If you ask us, where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so that you can contact them directly.
3. Right to erasure: You may ask us to delete or remove your Personal Data and we will do so in some circumstances, such as where we no longer need it (we may not delete your data when other interests outweigh your right to deletion). If we have shared your data with others, we will tell them about the erasure where possible. If you ask us, where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so that you can contact them directly.
4. Right to restrict processing: You may ask us to restrict or 'block' the processing of your Personal Data in certain circumstances, such as where you contest the accuracy of that Personal Data or object to us processing it. We will tell you before we lift any restriction on processing. If we have shared your Personal Data with others, we will tell them about the restriction where possible. If you ask us, where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so that you can contact them directly.
5. Right to data portability: You have the right to obtain your Personal Data from us that you consented to give us or that is necessary to perform a contract with you. We will give you your Personal Data in a structured, commonly used and machine-readable format. You may reuse it elsewhere.
6. Right to object: You may ask us at any time to stop processing your Personal Data, and we will do so: If we are relying on a legitimate interest to process your Personal Data — unless we demonstrate compelling legitimate grounds for the processing; or If we are processing your Personal Data for direct marketing.
7. Rights in relation to automated decision-making and profiling: You have the right to be free from decisions based solely on automated processing of your Personal Data, including profiling, unless such profiling is necessary for entering into, or the performance of, a contract between you and us. APF does not make decisions based solely on automated processing.

8. Right to withdraw consent: If we rely on your consent to process your Personal Data, you have the right to withdraw that consent at any time.
9. Right to anonymity: You have the right to request anonymity. This means that your Personal Data will not be collected or processed. If you choose to exercise this right, we may not be able to provide you with your requested goods or services.
10. Right to lodge a complaint with the data protection authority: If you have a concern about our privacy practices, including the way we have handled your Personal Data, you can report it to the data protection authority that is authorized to hear those concerns. If you are resident in the EEA, you can find details of your local supervisory authority: [https://www.edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://www.edpb.europa.eu/about-edpb/about-edpb/members_en). If you are resident in the UK, the appropriate supervisory authority is the Information Commissioner's Office, which you can contact at [www.ico.org.uk/makeacomplaint](http://www.ico.org.uk/makeacomplaint).

## **XVII. How we protect your personal data**

We maintain reasonable risk-based physical, technical, and administrative safeguards to protect against unauthorized and accidental disclosure, use, alteration, or destruction of personal data in our possession, and to maintain the confidentiality, integrity, availability, and resilience of our systems, data, and services. We restrict access to Personal Data to those individuals and third parties that need to know the information to accomplish the business purposes described in this Privacy Policy. We are committed to taking appropriate measures to enforce compliance with this Privacy Policy. In addition, we comply with applicable law for protecting Personal Data.

We provide reasonable security controls to protect electronic Data that we receive from you against foreseeable hazards, such as data encryption at rest and data encryption in transit. Please note that no data transmission over the Internet can be guaranteed to be 100% secure. In addition, use of email to transmit Data is insecure and violates APF policy. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. If we learn of a security breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the APF Digital Assets or providing information to us, you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of the APF Digital Assets. We may post a notice via our APF Digital Assets if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

## **XVIII. Governing Law**

This Policy will be governed and construed in accordance with the laws of the District of Columbia, without giving effect to any principles of conflict of law. The exclusive venue for any mediation, arbitration, or court proceeding based on or arising out of this Privacy Policy will be in the state and federal courts located in the District of Columbia and you hereby consent and submit to the venue and jurisdiction of such courts for the purposes of such action.

## **XIX. Changes in our privacy policy**

APF reserves the right to make changes to our Privacy Policy at any time and for any reason without prior notice. Any changes to our Privacy Policy will be posted on this page and other places we deem appropriate so that you are always aware of our policies. If we make a material change to this Privacy Policy, we will notify you by prominently posting the changes on our APF Digital Assets or by using the contact information you have on file with us.

In addition, we will update the “updated” date below.