

Privacy Policy

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This Privacy Policy applies to this Web site and all services provided through this Web site (collectively, the “Service”). Thoroughbred Charities of America, Inc., the operator of this Web site (“we”, “us”, “our” or “TCA”), provides this Privacy Policy to disclose how we collect and use information that you provide. We refer to our employees, directors, officers, contractors, equity owners, parents, subsidiaries and agents as our “affiliates” throughout this Privacy Policy.

Please read this Privacy Policy carefully. By using the Service, you consent to all of the terms and conditions of this Privacy Policy and our collection, storage, use and disclosure of your information as described in this Privacy Policy.

Disclaimer of Warranties. THE SERVICE IS PROVIDED **“AS IS.”** TO THE FULLEST EXTENT PERMITTED BY LAW, TCA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND THE USE THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE CONTENT OR THE CONTENT OF ANY WEB SITES LINKED TO THE SERVICE AND ASSUME NO RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO AND USE OF THE SERVICE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY OTHER LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. YOU UNDERSTAND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

Information We May Collect

Information You Choose to Provide. TCA collects and stores any information that you enter on our Web sites or give us in any other way. Examples include:

- ≡ Your name, mailing address and email address
- ≡ Your phone number or fax number
- ≡ Payment information, including credit card numbers

Information from Social Networking Sites. If you access any aspect of the Service through a third party social networking site, such as Facebook®, you allow us to access and import information from your profile for that social networking site which may affect the privacy settings you establish on the social networking site. You can find out more about these settings at the social networking site. By using the Service through a social networking site, you are

authorizing us to collect, store and use any information that the social networking site provides to us through the social networking site's interface with TCA. You agree to this when you "accept" or "allow" one of our applications on the social networking site.

Information from Mobile Devices. If you use the Service on a mobile device or through a mobile application or sign up for SMS notifications or push notifications (where available), we may receive your mobile device identifier and/or IP address, the name you have associated with your device, device type, telephone number, country and geolocation. Most mobile devices allow you to adjust location-based services and other information provided by your device.

Aggregate Information. We may also collect information that is not personally identifiable, such as history of pages viewed, advertising, demographic and other analytic data.

How We Use Information We Collect

We, our affiliates and third party service providers may use information collected:

- ≡ To enhance or personalize your visitor experience.
- ≡ To provide information or services you have requested.
- ≡ To process and maintain your donation or other registration.
- ≡ To administer programs, promotions, contests or sweepstakes in which you participate.
- ≡ To study the use and popularity of our Service.
- ≡ To provide advertisers with aggregate information about our visitors.
- ≡ To improve our features, develop future offerings, conduct market research, and other purposes related to our business.

Email or SMS Communications. We may send you email or SMS notifications of new features and other TCA news, but will do so only in instances where you have elected to receive such information. You may opt out of such communications at any time by contacting ecrady@tca.org.

Cookies. TCA, its affiliates, service providers and advertisers sometimes uses "cookies" (text files placed by a Web site's server on a visitor's computer hard drive) or other technologies such as "web beacons" and "pixel tags." These technologies are used to recall personally identifiable information to enhance your experience and personalize the Service for you based on your preferences and selections; and to track visitor traffic patterns and other information for marketing and business purposes. You can set your web browser to disable or delete cookie data, but by doing so, you may be preventing yourself from taking advantage of the convenience this technology offers.

How We Share Information We Collect

As described below, we may share your information with others for various purposes:

Agents. We employ other businesses and individuals to perform functions on our behalf. Examples may include fulfilling orders, site analysis, analyzing data, providing marketing

assistance, processing credit card payments and providing customer service. They may have access to personally identifiable information needed to perform their functions.

Aggregate Information. We may share aggregate information, such as demographics and site usage statistics, with advertisers, sponsors or other organizations. When this type of information is shared, the other parties do not have access to your personally identifiable information.

Third Party Offers. We never sell your information, but we may occasionally send communications from valued TCA partners. These offers will be sent only when we believe that a communication will be beneficial to TCA enthusiasts. Please be aware that if you elect to provide your personally identifiable information in response to third party marketing offers or otherwise, all information you disclose will be subject to the privacy policy and practices of such third parties, and you should review these policies before providing your information.

Affiliates. We may share your information (including without limitation personally identifiable information) with our affiliates.

Third-Party Ad Serving and Audience and Traffic Measurement Services. We may use a third-party network advertiser to serve the advertisements on the Service or may use a traffic measurement service to analyze the traffic on the Service. Network advertisers are third parties that display advertisements based on your visits to this Service and other Web sites you have visited. Third-party ad serving enables us to target advertisements to you for products or Web sites in which you might have an interest. Audience and traffic measurement services allow us to collect anonymous traffic and behavior information by monitoring anonymous visitor activity. Such advertisers, sponsors and/or traffic measurement services may themselves set and access their cookies on your computer if you choose to have cookies enabled. Other companies' uses of their cookies are subject to their own privacy policies, not this one.

Transfers. In the event that our assets are sold or transferred to another party, or another transaction occurs in which your personally identifiable information is one of the assets transferred, all personally identifiable information that has been collected and saved may be one of the assets we transfer. We will post a notice on the Service in the event of such a transfer.

Legal Process and Compliance with Laws and Policies. We or others may disclose your personal information and any other information collected by the Service to law enforcement agencies and other third parties without notice to you in order to comply with applicable law, to investigate suspected fraud, harassment or other violations of applicable law or of our Service policies, to protect our or third parties' rights, or to protect the rights of other visitors.

When You Consent. Other than as described above, if your information might go to third parties, you will have an opportunity to choose not to share your information.

Other Terms and Conditions

Security. The Service incorporates reasonable safeguards to protect the security, integrity, completeness, accuracy and privacy of the personal information that we may collect. We have put into place reasonable precautions to protect such information from loss, misuse and

alteration, but we cannot guarantee that information collected by the Service will be free from unauthorized access. Our security policies are reviewed periodically and revised as required.

Links to Other Web sites. You should be aware that when you use the Service, you could be directed to other Web sites beyond our control. This includes links from advertisers, sponsors and marketing partners, and these third parties may use our logos as part of a sponsorship agreement. These other Web sites may send their own cookies to you, independently collect data or solicit personal information and may or may not have their own published privacy policies. If you visit a Web site that is linked to the Service, you should consult that Web site's privacy policy before providing any personal information. We do not have any control over third party Web sites and are not liable to you for any claims that may arise from your use of third party Web sites.

Information You Make Public. The Service, including mobile applications and pages we make available through social networking sites, such as Facebook©, may have features that allow you to post information that can be viewed by other visitors, such as commenting, chat rooms, forums and message boards. You are not required to provide any personal information when using these features but you may choose to do so. If you post personal information online, it will be publicly available and you may receive unsolicited messages from other parties. In addition, when you post a comment to a mobile application, the user name with which you registered for the Service and your current location may be made publicly available on the Service and through the mobile application. We cannot ensure the security of any information you choose to make public using these features, and it may remain available indefinitely. Also, we cannot ensure that parties who have access to such publicly available information will respect your privacy. Please exercise caution when deciding to disclose personal information in these areas.

Data Retention. We will retain your information for as long as needed to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at ecrady@tca.org. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. We store information about visitors on servers located in the United States, but we may also store such information on servers and equipment in other countries. If you wish to have your information deleted from the Service, we will attempt to do so if we are not required to retain it by law or for legitimate business purposes. We reserve the right to decline requests that are impractical or require an unreasonable level of technical effort.

Our Policies Concerning Children. Our Service is not intended for children under the age of 13 and we do not knowingly collect any personal information from children under the age of 13. In the event that we learn that we have inadvertently gathered personal information from a child under the age of 13, we will take reasonable measures to promptly erase such information from our records.

Your California Privacy Rights. California Civil Code Section 1798.83 permits customers of the Service who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to ecrady@tea.org.

Limitation of Liability. IN NO EVENT SHALL TCA, ITS AFFILIATES EMPLOYEES, DIRECTORS, OFFICERS, EQUITY OWNERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) RESULTING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY VISITOR'S ACCESS TO AND USE OF THE SERVICE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IF ANY PART OF THIS LIMITATION OF LIABILITY IS INVALID, ILLEGAL OR UNENFORCEABLE, THEN THE AGGREGATE LIABILITY OF TCA AND OUR AFFILIATES UNDER SUCH CIRCUMSTANCES TO YOU OR TO ANYONE ELSE WILL NOT EXCEED ONE HUNDRED DOLLARS. SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU IF THEY ARE NOT PERMITTED BY THE LAWS OF YOUR JURISDICTION.

Changes to this Privacy Policy. TCA reserves the right to amend, modify or update this Privacy Policy at any time for any reason and without notice, and your continued use of the Service after such changes signifies your acceptance of such changes. We encourage visitors to review this policy periodically to keep informed of any changes.

Contact Information. If you have any questions about this Privacy Policy, please contact:

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Re: Privacy Policy
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