

Privacy Policy & Terms of Use

Northwest Hospitality, a Washington Nonprofit Corporation (“NWH” or “us” or “we”) respects the privacy of every individual who visits our web site. This Privacy Policy & Terms of Use covers the site at <https://www.nwhospitality.org/> (the “Site”). NWH reserves the right to change this Privacy Policy & Terms of Use at any time, therefore you are responsible for periodically checking the Privacy Policy & Terms of Use for changes. Your continued access or use of this Site shall be deemed your conclusive acceptance of the Privacy Policy & Terms of Use.

Information Collection and Use

The primary goal of NWH in collecting information is to facilitate donations and expenses to fulfill the mission of NWH, to provide and improve our Site and to enable users to enjoy and easily navigate the Site.

When you register with NWH and create an account, we may ask that you provide us with some personally identifiable information – information about you that may be used to contact or identify you, and information on your use or potential use of the Site and related services – and establish a username and password (“Personal Information”). Personal Information that we might collect includes information like your name, e-mail address, home telephone number, home address, username, password, business name, business telephone number, social security numbers, driver license numbers and other information. Personal Information may also include other information you supply to us concerning your preferences and interest expressed in the course of using the Site.

NWH will not collect any personally identifiable information about you, unless you provide it to us voluntarily. If you do not want your Personal Information collected, please do not submit it to us. We may use your information to better understand your needs and to determine how we can improve our services and Site. We may also use that information to contact you to answer a question or respond to a comment you have submitted.

In some cases, we may collect information that is not personally identifiable. Examples of this type of information include the type of internet browser or computer operating system you use, the date and time you visited our Site, the pages you accessed, and the name of the web site from which you accessed our Site. This information is used only for internal review purposes such as tracking the total number of visitors to our Site on an aggregate, non-personally identifiable basis. This information may also be used to help analyze site traffic and improve our Site. We may also aggregate such information to create statistical data and we may share that information with potential advertisers, partners, affiliates and other third parties. This information is not linked to any Personal Information.

Cookies are small pieces of information stored on your computer. We use cookies, which may include your IP address, to better understand how you use our Site and to help us tailor our Site to better match your needs and interests. You have the option whether to accept a cookie by resetting your browser to notify you whenever a cookie is being stored on your web browser. You may also delete cookies manually from your hard drive. Please refer to your browser instructions or “help” screen to learn more about these functions.

Information Sharing and Disclosure

We do not share Personal Information with third parties, except as follows:

We may employ third party companies and individuals to facilitate the Site and to perform Site-related tasks (e.g., without limitation, maintenance, database management, web analytics and improvement of the Site’s features) or to assist us in analyzing how our Site is being used. These third parties will have access

to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

NWH may sell, transfer, or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

NWH cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of NWH or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical or legally actionable activity.

Submitted ideas

All comments, suggestions, ideas, notes, drawings, photographs, concepts, recipes or other information disclosed or offered to us by you (your “Content”) through this Site or in response to solicitations on our Site shall be deemed and shall remain our property. By posting any Content, you represent and warrant that you have all right, title, and interest to such posted Content, including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Content, and that posting such Content does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. By submitting your Content, you further acknowledge and agree that NWH owns all right, title and interest to your Content and we may use your Content for any purpose whatsoever, commercial or otherwise, without compensation to you.

Changing or Deleting Your Information

All registered users may review, update, correct or delete the Personal Information provided in their registration or account profile by contacting us at <https://www.nwhospitality.org/contact>. If you would like us to remove your records from our system, please contact us and we will attempt to accommodate your request if we do not have any legal obligation to retain the record.

We reserve the right to terminate your account or restrict access to your account, to delete any content posted through your account, or to delete any content posted by you, with or without notice, for any or for no reason, and without any liability to you.

Security

We employ administrative, physical and electronic measures designed to protect your information from unauthorized access. We will make any legally required disclosures for any breach of the security, confidentiality, or integrity of your unencrypted electronically stored “personal data” (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting through the Site in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Links to Other Websites

Our Site may contain links to other websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. Other sites follow different rules regarding the use or disclosure of Personal Information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

Children under 13

The Site is not directed to children under 13. If a parent or guardian becomes aware that their child has provided us with Personal Information without their consent, contact us and we will delete such information from our files.

United States only

This Site is intended for use by residents of the United States of America only. All matters relating to this Site are governed by the laws of the State of Washington in the United States. If you are located outside of the United States and you contact us, please be advised that any information you provide us will be transferred to the United States and that by submitting information you explicitly authorize this transfer and the processing of this information within the United States.

Choice of Law, Causes of Action

Your access to this Site as well as this Privacy Policy & Terms of Use is governed and interpreted by the laws of the State of Washington without regard to its conflict of law provisions. By using this Site, you consent to the personal jurisdiction of the state and federal courts located the State of Washington for any action arising out of or relating to your use of this Site. You agree that, regardless of any statute or law to the contrary, any cause of action or claim you may have with respect to this Site or this Privacy Policy & Terms of Use must be commenced within one (1) year after the claim of action arises or be forever barred.

Disclaimer of Warranties, Limitation of Liability and Use of Site

The information on this Site has been included in good faith but is only for general informational purposes and should not be relied on for any specific purpose. No representation or warranty is given regarding the accuracy or completeness of the information on this Site. In no event will NWH or its affiliates be responsible for any damages resulting from the use or reliance upon information from this Site. Furthermore, the material on this Site may contain technical inaccuracies or errors. Your browsing of this Site is at your own risk and NWH does not represent or warrant the availability of this Site, lack of viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

Neither NWH, nor any other person involved in creating this Site, shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of your use of the Site. You agree to defend, indemnify, and hold NWH and its affiliates harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses arising from your breach of this Privacy Policy & Terms of Use. If you become dissatisfied in any way with this Site or this Privacy Policy & Terms of Use, your sole and exclusive remedy is to stop using this Site and its services. If any portion of this Privacy Policy & Terms of Use are found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Privacy Policy & Terms of Use, which shall otherwise remain in full force and effect.

You are NOT authorized to use NWH or affiliates name, mark or content on this Site in advertising, publicity or in any other manner without the prior written consent of NWH. Requests for authorization should be made at <https://www.nwhospitality.org/contact>.

Contacting Us

If you have any questions about this Privacy Policy & Terms of Use, please contact us at <https://www.nwhospitality.org/contact> or email info@nwhospitality.org.

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