

Ecochallenge.org Website Privacy Statement & Terms of Use

(Last updated May 3, 2023)

Ecochallenge.org, a registered DBA of Northwest Earth Institute (NWEI), is committed to protecting the privacy of individuals who visit our Websites (“Visitors”) or individuals who register to use the Service (“Users” or “You”). This Privacy Statement describes NWEI’s privacy practices in relation to the use of our Website and Service. The Service is the website at www.ecochallenge.org and the Ecochallenge Platform and web services located at events.ecochallenge.org. This policy only applies to information we collect through these Websites. It does not apply to information we collect in a client engagement, in evaluating a potential client relationship, or offline.

1. Information we collect

Information collected about Visitors: Like other website operators, NWEI collects information of the sort that web browsers and servers typically make available through the use of commonly used information-gathering tools such as cookies (please see Section 4, “Our use of cookies,” for details). This non-personally identifying information (“User Non-Personal Information”) includes the visitor’s browser type, language preference, referring site, additional websites requested and the date and time of each Visitor request. We also collect potentially personally-identifying information like Internet Protocol (IP) addresses (please see Section 1, “Information we collect- Information collected about Users” for details about this collection procedure). NWEI’s purpose in collecting User Non-Personal Information is to better understand how our Visitors’ use our website to improve their user experience and to serve more relevant ads or promotional offers on our site or third parties’ sites based upon that information.

Becoming a User: You may visit our Website without creating an account, but you will not have full access to our Service. Visitors who wish to use the Service must create an account, thus becoming a User. To create an account, Users must provide NWEI with personal contact information, such as name and email address (please see Section 5, “Gathering and protecting the information we collect,” for details about this form of authentication).

Information collected about Users: Either form of account creation may create any information about a User which could, alone or together with other personally-identifying information, personally identify him or her (“User Personal Information”). NWEI collects User Personal

Information only with your consent which you express by using our Service after reviewing this Privacy Statement. User Personal Information may include information you provide us directly, such as your email address, or information we collect through your use of our Services, such as your preferences or your search terms. User Personal Information may include, without limitation, your name, your email address, your billing address, your credit card or banking information, your profession, your business or industry, your photograph, and other personal information you provide to us through your use of the Service.

We only gather the information you give us access to, and we only use it as described below. We only collect the minimum amount of personal information necessary or appropriate to fulfill the purpose of your interaction with us or to serve you more relevant ads or promotional offers.

User Personal Information does not include aggregated, non-personally identifying information. You may refuse to supply personally-identifying information; however, that refusal may prevent you from using NWEI's Service.

Children Under 13: The Website is not intended for use by children under 13 years of age unless such use is part of a specific campaign for school-aged children. If NWEI learns that we have collected or received personal data from children under 13 years of age without parental consent, we will delete that information. To request that we delete information about a child under 13 years of age, please send an email to the address in the Contacting NWEI section below.

Location-based data: NWEI also makes use of location-based data for our Website. If you allow these Services, we will ask you to enter your general location. We use this information to provide Services to you or to serve you more relevant ads or promotional offers, not to personally identify you. If you choose not to allow NWEI to access your location, some or all functionality may not be available to you.

2. How we use the information we collect

To provide the Services you request: NWEI uses User Personal Information to perform and provide the Services you request. For instance, we use location-based data to show total participation in a given region and the impact of that participation. We also use User Personal Information to populate online profiles.

To communicate with Users: NWEI may also use User Personal Information to communicate

with Users. For instance, NWEI may use information you provide to send you information regarding our Services, such as promotions or events; to provide you with technical support; to solicit feedback about our Service; or to notify you if our policies change.

To improve our Service: NWEI may use aggregated, non-personally identifying information gathered from our web server to operate, improve, and optimize our Website and Service.

Serving more relevant ads: We may use Personal or Non-Personal Information to serve you more relevant ads or promotional offers.

3. How we share the information we collect

In general: We do not disclose User Personal Information outside NWEI, except as described below or in Section 6, “Compelled Disclosure.”

With your consent which you express by using our Service after reviewing this Privacy Statement: NWEI may share User Personal Information with your consent to perform services you have requested.

If you upload a document: If you choose to upload a document by using our documents feature, only NWEI Users may review such documents.

To our employees, other affiliates and third party service providers: NWEI discloses User Personal Information only to those of our employees, third party contractors (e.g., our email service providers and payment processors), and affiliated organizations that need to know this information in order to process it on our behalf or to provide or improve our Service. In addition, our employees and other affiliates have agreed not to disclose this information to others, in accordance with terms and conditions at least as restrictive as this Privacy Statement. Some of our employees, contractors, and affiliated organizations may be located outside of your home country; by using NWEI’s Service, you consent to the transfer of such information to them. Please see Section 5, “Gathering and protecting the information we collect,” for more details.

In a merger: NWEI may share User Personal Information if we are involved in a merger, sale, or acquisition. If any such change of ownership happens, we will seek to continue to ensure the confidentiality of User Personal Information, and we will notify you on our Website before any transfer of User Personal Information. The purchaser will have to honor any promises we have made in this Privacy Statement.

Advertising; Third-party tracking, re-targeting or analysis: NWEI may from time to time share User Personal and/or Non-Personal Information with third parties or permit third-party tracking, re-targeting or data analysis across our Website or Service for their or our promotional purposes (e.g., to serve you more relevant advertisements or promotional offers). These third parties may collect more information than NWEI collects.

Private Events and Contracts: If you become a user through a private event or contract (i.e. your employer has contracted with NWEI to provide products and services), you may have additional privacy beyond the scope of this policy. If you believe you are a user under these conditions, please contact support@ecochallenge.org with any questions.

4. Our use of cookies

Cookies, generally: NWEI uses cookies to make interactions with our Website easy and meaningful and to serve you more relevant advertisements or promotional offers. A cookie is a small piece of text that our web server stores on your computer or mobile device, which we can then retrieve as needed. Cookies do not necessarily identify you if you are merely visiting NWEI Websites; however, a cookie may store a unique identifier for each logged in User. NWEI uses cookies with Google Analytics, Meta, Pixel, and LinkedIn Insight Tags.

Temporary cookies: NWEI uses temporary, or “session-based,” cookies, which are removed when you close your web browser or reboot your computer or device. We use session-based cookies to provide Services to you while you navigate our Website; remember that you are logged in during your visit; keep track of your progress as you post or bid on a Job; and increase Website security.

Persistent cookies: NWEI uses permanent, or “persistent,” cookies, which remain stored on your computer or device until deleted, or until they reach a specified date of expiration. We use persistent cookies to enable us to remember you each time you visit our Website; keep track of your preferences in relation to your use of our Website; allow you to log in without reentering your password every time you visit; and serve you more relevant advertisements or promotional offers.

The cookies NWEI sets are essential for the operation of the Service, are used for performance or functionality; or serve you more relevant advertisements or promotional offers. By using our Website,

you agree that we can place these types of cookies on your computer.

Google Analytics: NWEI uses Google Analytics to help improve our Users' experience. Google Analytics uses both session-based and permanent cookies to collect information about how our Website performs and how our Users use the Website and Service. The Google Analytics tool helps us evaluate and monitor Users' use of our Website, compile statistical reports on activity on the Service, and improve our content. Google Analytics may collect more information than NWEI collects. Google Analytics stores the information these cookies generate.

NWEI will not, nor will we seek to allow any third party to, use the Google Analytics tool to (i) track our Users, (ii) collect any User Personal Information other than IP address, or (iii) correlate a User's IP address with his or her identity. Google Analytics provides further information about its own privacy practices and allows the ability to opt out of Google Analytics tracking [here](#). You may disable your browser or device's ability to accept cookies, and this will have no negative effect upon your browsing experience. For information about how to disable cookies for several major web browsers, see SECTION 9, below.

Many browsers come equipped with a "Do Not Track" setting. Google Analytics does not honor these requests from browsers, and use of such feature will have no effect upon whether Google Analytics tracks your visit, instead, if you wish to opt out of Google Analytics tracking, use the opt-out browser ad mentioned above.

5. Gathering and protecting the information we collect

Industry standards in data security: NWEI takes all measures reasonably necessary to protect User Personal Information from unauthorized access, alteration, or destruction; maintain data accuracy; and help ensure the appropriate use of User Personal Information. We follow generally accepted industry standards to protect the User Personal Information submitted to us, both during transmission and once we receive it. No method of transmission, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

No responsibility for third party service providers' security: In addition, while we take measures reasonably necessary to ensure that our third party service providers, such as our payment processing and data tracking, re-targeting or data analysis services, keep your information secure, these organizations' practices are ultimately beyond our control. By using our Service, you acknowledge that you understand and agree to assume these risks.

International data transfer: If you are accessing the Website from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use, which is governed by the law of the United States and this policy, you will be transferring your personal information into the United States and you consent to that transfer. In addition, your information may be stored and processed in any country where we have facilities or in which we engage third party service providers. By using the Website, you consent to the transfer of information to countries outside your country of residence, which may have different data protection rules than in your country. While such information is outside of your country, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

Under the General Data Protection Regulation (“GDPR”), **you may, if applicable**, be entitled to additional rights, including:

- The right to withdraw consent to processing where consent is the basis of processing;
- The right to access your personal information and certain other supplementary information, under certain conditions;
- The right to object to unlawful data processing, under certain conditions;
- The right to erasure of personal information about you, under certain conditions;
- The right to demand that we restrict processing of your personal information, under certain conditions, if you believe we have exceeded the legitimate basis for processing, processing is no longer necessary, are processing, or believe your personal information is inaccurate;
- The right to data portability of personal information concerning you that you provided us in a structured, commonly used, and machine-readable format, under certain conditions;
- The right object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you, under certain conditions; and
- The right to lodge a complaint with data protection authorities.

If you want to learn more about your rights under the GDPR, you can visit the European Commission’s page on Data Protection at http://ec.europa.eu/justice/data-protection/index_en.htm.

This is not an admission that we or these Websites are subject to the GDPR or the jurisdiction of any court or agency outside of the United States.

6. Compelled Disclosure

It is extremely unlikely, but possible, that NWEI may be compelled to disclose potentially personally-identifying and personally-identifying information in response to a subpoena, court order or other governmental request. Do not submit information that you intend to be private to our Service.

7. Your access to and control of the information we collect

Access to User Information: As a NWEI User, you may access, update, alter, or delete your basic User profile information by editing your user profile or contacting support@ecochallenge.org.

Data retention: Subject to the conditions set forth in the next paragraph entitled ‘Deletion of User Information’, NWEI will retain User Personal Information for as long as your account is active or as needed to provide you Services.

Deletion of User Information: If you wish to cancel your account, delete your User Personal Information, or request that we no longer use your User Personal Information to provide you Services, please contact support@ecochallenge.org. We will retain and use your User Personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile within 30 days.

Control of communications from us: NWEI does not send direct marketing emails to clients.

State Privacy Laws: State consumer privacy laws may provide their residents with additional rights regarding NWEI’s use of their personal information.

Colorado, Connecticut, Virginia, and Utah each provide their state residents with rights to:

- Confirm whether NWEI process their information.
- Access and delete certain personal information.
- Data portability.
- Opt-out of personal data processing for targeted advertising and sales.

Colorado, Connecticut, and Virginia also provide their state residents with rights to:

- Correct inaccuracies in their personal information, taking into account the nature of the information’s

processing purpose.

- Opting out of profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights please send an email to the address in the "Contacting NWEI" section below.

Nevada provides its residents with a limited right to opt-out of certain personal information sales. Residents who wish to exercise this sale opt-out right may submit an email to the address in the "Contacting NWEI" section below. However, please know that NWEI does not currently sell data triggering that statute's opt-out requirement.

California provides their state residents with rights under California Civil Code Section §1798.83. This permits users of our Website that 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 the address in the "Contacting NWEI" section below.

8. Changes to this Privacy Statement

NWEI may change its Privacy Statement from time to time, and in NWEI's sole discretion. We will provide notification to Users of material changes to this Privacy Statement (i) by sending a notice to the primary email address specified in your account, which will take effect immediately upon our sending of this email, and/or (ii) through our Website by posting a notice on our home page, which will take effect no sooner than 30 days from the date of the posting. Non-material changes to this Privacy Statement will take effect immediately. We encourage visitors to frequently check this page for any changes to our Privacy Statement. Your continued use of the Service after the effective date of a revised version of this Privacy Statement constitutes your acceptance of its terms.

9. How to Manage Cookies with your Browser

You can decide whether or not to accept Cookies. Acceptance of Cookies can be configured in your Internet browser's settings. Most Internet browsers allow some control of most Cookies through the browser settings, but blocking all Cookies cause the majority of web sites not to function properly. The following web sites provide information on how to adjust the Cookies settings on some popular browsers:

- [Apple Safari*](#)

- [Google Chrome*](#)
- [Microsoft Internet Explorer*](#)
- [Mozilla Firefox*](#)

You can also use a browser plug-in to adjust your Cookies management. NWEI is unable to view Cookies or extract information from them, and they are only used as part of the automatic functionality of the website, or to support basic visitor tracking as described in the Privacy Notice above.

10. Disclaimer of Warranties and Limitation on Liability

Disclaimer of Warranties: You understand that we cannot and do not guarantee that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output. To the fullest extent provided by law, we are not liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website. Your use of the Website is at your own risk. The Website is provided on an “AS IS” and “AS AVAILABLE” basis, without any warranties of any kind. NWEI does not warrant that the Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or other harmful components. NWEI hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

Limitation on Liability: Subject to applicable law, NWEI is not liable, whether in contract or in tort, for any special, indirect, incidental or consequential damages, or lost profits, that may arise in connection with your use of the Website. NWEI’s maximum liability to you is limited to the amount you have paid NWEI for the applicable service in the last 12 months of which the liability arose.

11. Your Content, Contributions, and Intellectual Property

User Contribution: The Website may contain message boards, personal and team profiles, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display or transmit (collectively, “post”) to other users or other persons content or materials (collectively, “User Contributions”) on or through the Website. Any User Contributions you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website you grant us the right to use, reproduce, modify, perform, display,

distribute, and otherwise disclose to third parties any such material. You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us; and all of your User Contributions do and will comply with this policy. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not NWEI, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. NWEI is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement: We have the right to:

- Remove or refuse to post any User Contributions for any reason or no reason in our discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our discretion, including if we believe that such User Contribution violates this policy, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users or the Website, or could create liability for NWEI.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website.

We will promptly terminate without notice the accounts of users that we have determined to be “repeat infringers.” A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had User Contributions removed from the Website more than twice.

NWEI has the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting materials on or through the Website. You waive and hold harmless NWEI from any claims resulting from and any action take by NWEI during, or taken as a consequence of, investigations by either NWEI or law enforcement authorities.

However, we cannot review all material before it is posted on the Website and cannot ensure prompt removal of objectionable materials after it has been posted. NWEI is not liable for any action or inaction regarding User Contributions or content provided by third parties.

Copyright Infringement: If you believe that any User Contributions violate your copyright, please see our Copyright Policy below for instructions on sending us a notice of copyright infringement. It is the policy of NWEI to terminate the user accounts of repeat infringers.

12. Copyright Policy

We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on NWEI websites (collectively, the “Website”), you may contact our Designated Agent at the following address:

ATTN: Copyright Agent
PO Box 14911
Portland, OR 97203
(503) 227-2807
support@ecochallenge.org

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;

3. A description of the material that you claim is infringing and where it is located on the Service;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat infringers. We will promptly terminate without notice the accounts of users that we have determined to be “repeat infringers.” A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had User Contributions removed from the Website more than twice.

13. Contacting NWEI

Questions regarding NWEI’s Privacy Statement, Terms of Use, or information practices should be directed to support@ecochallenge.org.