



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc.
Effective March 2024

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into effective as of the date of submission of the Company Agreement via JotForm, by and between Elite Fundraising Solutions Inc., a corporation organized and existing under the laws of Delaware, United States, with its principal place of business is remote locations ("Disclosing Party"), and , Independent Contractor [an individual], ("Receiving Party").

1. Purpose

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to the development and marketing of fundraising solutions and related business activities, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

2. Proprietary Information

Proprietary Information means any information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, finances, or other business information disclosed directly or indirectly in writing, orally, digital media or by drawings or observation. Proprietary Information does not include information that: (i) is known to the Receiving Party at the time of disclosure as evidenced by written records of the Receiving Party; (ii) has become publicly known and made generally available through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure; (iv) has been independently developed by the Receiving Party without use of or reference to the Disclosing Party's Proprietary Information; or (v) has been approved for release by written authorization of the Disclosing Party.

3. Non-Disclosure and Non-Use Obligations

The Receiving Party agrees to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information. The Receiving Party agrees not to, without prior written approval of the Disclosing Party, use for the Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any



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Effective March 2024

Types of Data Collected - Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Location Data

We may use and store information about your location if you give us permission to do so ("Location Data"). We use this data to provide features of our Service, to improve and customize our Service.

You can enable or disable location services when you use our Service at any time, through your device settings.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc.
Effective May 2018

Use of Data

Access Development uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR) If you are from the European Economic Area (EEA), Access Development legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

Access Development may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it's not overridden by your rights
- For payment processing purposes
- To comply with the law

Retention of Data

Access Development will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Access Development will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc.
Effective March 2024

Access Development will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Disclosure for Law Enforcement Under certain circumstances, Access Development may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).

Legal Requirements

Access Development may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Access Development
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

"Do Not Track" Signals

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Access Development aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data, we hold about you and if you want it to be removed from our systems, please contact us.



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc.
Effective March 2024

In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification.

You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object.

You have the right to object to our processing of your Personal Data.

The right of restriction.

You have the right to request that we restrict the processing of your personal information.

The right to data portability.

You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent.

You also have the right to withdraw your consent at any time where Access Development relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests. You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service. Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc.
Effective March 2024

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the Google Privacy

Terms web page:

<http://www.google.com/intl/en/policies/privacy/>

Heap Analytics

Heap Analytics is an analytics service offered by Heap that tracks and reports website traffic. Heap uses the data collected to track and monitor the use of our Service. For more information on the privacy practices of Heap, please visit the Heap Privacy web page:

<https://heapanalytics.com/privacy>

<https://heapanalytics.com/terms>

Payments

We may provide paid products and/or services within the Service. In that case, we use third - party services for payment processing (e.g. payment processors)

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

Stripe

Their Privacy Policy can be viewed at

<https://stripe.com/us/privacy>

Braintree

Their Privacy Policy can be viewed at

<https://www.paypal.com/webapps/mpp/ua/privacy-full>

<https://www.braintreepayments.com/legal/braintree-privacy-policy-us>

Authorize.net

Their Privacy Policy can be viewed at

<https://www.authorize.net/company/privacy>



COUPON WEBSITE DISCOUNT PRIVACY POLICY

Hero Program, Inc.
Effective March 2024

Square

Their Privacy Policy can be viewed at

<https://squareup.com/legal/privacy-no-account>

Links to Other Sites Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Children's Privacy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: admin@elitefundraisingsolutions.com
- By visiting this page on our website: <https://www.elitefundraisingsolutions.com/contact>
- By phone number: 951-348-5700
- By mail: 23905 Clinton Keith Rd #114-348, Wildomar, CA, 92595



TERMS & CONDITIONS

Hero Program, Inc.
Effective March 2024

By using this website, you agree to the following terms and conditions:

These Terms & Conditions, Privacy Statement, and Disclaimer Notice are governed by the following terms: The terms "donor," "you," and "your" refer to you, the individual who is accessing this website and agreeing to the Company's terms and conditions. Our Company, Hero Program, Inc., is referred to as "The Company," "Company" "We," and "Us." "Party," "Parties," or "Us" refers to both the Donor and the Company, or to one of them. All phrases apply to the offer, acceptance, and payment of a contribution to the specified party.

Privacy Statement

We voluntarily collect personally identifying information. We don't ask you for more information than is legitimately necessary to participate in an activity on our sites, and payment card numbers are encrypted through our secure processor. We collect personally identifiable information primarily to provide e-mail updates and news, to enter campaigns and notify future winners, to distribute brochures and other materials to subscribers by conventional mail, and to reply to your queries or recommendations. We may share non-identifiable aggregate information about our users with advertisers, business partners, sponsors, and other third parties in order to tailor or improve the content and advertising on our sites for our users.

Confidentiality

Donor records are regarded as confidential and therefore will not be divulged to any third party, unless legally required to do so to the appropriate authorities.

Disclaimer of Warranty

The information on this website is provided "as is" with no express or implied guarantee of any kind, including but not limited to implied warranties of merchantability, fitness for a specific purpose, or non-infringement.

The information, content, graphics, links, and other items contained in these publications are also not guaranteed to be accurate or complete. You should be aware, in particular, that this material may be partial, include errors, or be out-of-date. Hero Program, Inc., nor any of its affiliates will be liable for any special, indirect, incidental, or consequential damages, including, but not limited to, lost revenues or lost profits, resulting from the use of these materials.

The Company maintains the right to make changes to these materials or the goods referenced in them at any time and without notice, but does not guarantee that the information contained therein will be updated.

Payment

All major credit/debit cards are accepted as payment options. The company will provide the Donor an email receipt for the donation. This email will also include a link to the discount savings website. The amount of your donation is paid to the specified charity, less credit card processing fees.

Cancellation/Refund Policy

Company must receive a notice of cancellation within three days of the donation date. Email notification will be accepted. To request a donation cancellation, go to the donation website's Contact Us page. Please also adhere to your credit card company's cancellation policy.



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Hero Program, Inc.
Effective March 2024

Availability

The services listed on this website are exclusively available in the United States, unless otherwise specified. You are solely responsible for determining the suitability of any downloads, applications, or content available through this site for a specific purpose. Without the Company's express written approval, redistribution or republication of any part of this site or its content is forbidden, including via framing or any similar or other means.

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Copyright Notice

All language connected to the Company's services, as well as the whole content of this website, is protected by copyright and other intellectual property rights.

Force Majeure

Acts of God, terrorism, war, political insurgency, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, or any other natural or man-made eventuality beyond our control that causes the termination of an agreement or contract entailed by this Agreement shall not be liable to the other party. Any Party affected by such an incident must notify the other Party and use all reasonable efforts to comply with the terms and conditions of any Agreement hereof.

Waiver

Failure of either Party to insist on strict performance of any provision of this or any Agreement, or failure of either Party to exercise any right or remedy to which it, he, or they are entitled hereunder, shall not be construed as a waiver of such provision or right or remedy, and shall not result in a diminution of the obligations under this or any Agreement. No waiver of any provision of this or any Agreement will be effective unless it is stated explicitly and signed by both parties.



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Effective March 2024

General

These terms and conditions are governed by Utah law. By using this website, you agree to these terms and conditions, as well as the exclusive jurisdiction of Utah courts in all disputes arising out of such use. If any of these terms are found to be invalid or unenforceable for any reason (including, but not limited to, the exclusions and limitations set forth above), the invalid or unenforceable provision will be severed from the other terms, and the remaining provisions will remain in effect.

The Company's failure to enforce any of the provisions set forth in these Terms and Conditions and any Agreement, or to exercise any option to terminate, shall not be construed as a waiver of such provisions, and shall have no bearing on the validity of these Terms and Conditions or any Agreement, or the right to enforce each and every provision thereafter. Except in writing and signed by officially authorized representatives of the Company, these Terms and Conditions may not be altered, modified, varied, or supplemented.

Notification of Changes

The Company has the right to amend these terms at any time as it sees fit, and your continuing use of the site signifies your acceptance of any such changes. If we make any changes to our privacy policy, we will post a notice on our home page and other important pages on our site 30 days before the changes take effect.

Effective Date: September 2016