

Last revised: September 1, 2014

## **PRIVACY POLICY**

Your privacy is important to us at Homemaker Services of the Metropolitan Area, Inc. (“Homemaker”). As part of our efforts to make your Homemaker experience as user-friendly and enjoyable as possible, we may collect and use certain information you provide to us. This Privacy Policy addresses the collection, use, and disclosure of information that Homemaker may gather during your Homemaker experience, including when you access or use our Website or Services, as defined in our [Terms and Conditions of Use](#). UNLESS OTHERWISE DEFINED IN THIS PRIVACY POLICY, TERMS USED IN THIS PRIVACY POLICY HAVE THE SAME MEANINGS AS IN THE TERMS AND CONDITIONS OF USE.

Please review this entire policy to learn the types of End User information Homemaker gathers, how Homemaker uses that End User information, what End User information is disclosed and to what third parties, and how Homemaker safeguards your End User information. As used in this Privacy Policy, the terms “use,” “using,” “process,” and “processing” information include using cookies on a computer, subjecting the information to statistical or other analysis, and using or handling information in any way, including, but not limited to, collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within the Homemaker enterprise or among its affiliates within the United States and internationally.

Please also check back periodically as this Privacy Policy may change from time to time. We will notify you of any material changes by posting the new Privacy Policy on the Website. The End User information Homemaker gathers is and will be subject to the Privacy Policy in effect at the time the information is gathered. Should you have any questions or concerns at any time, please feel free to contact us.

This Privacy Policy applies only to the Website and Services. This Privacy Policy does not apply to any websites managed, maintained, and/or hosted by third parties not directly affiliated with Homemaker that you may visit, e.g., via a link on the Website or on a website maintained by any third party. Homemaker does not control the privacy policies of other websites to which we may provide hyperlinks. We encourage you to learn more about the online privacy and data security policies of third party websites directly from such third parties, as their policies may differ from ours.

By submitting your information to us and by using the Website and Services, Homemaker will assume that you have read, understood, and consent to this Privacy Policy, our Terms of Service, all amendments, addenda, and licenses to the Privacy Policy and Terms of Service, and all applicable Homemaker rules and policies (collectively, the “Agreement”). We also assume that you consent to Homemaker’s use of your information and data as described in the Agreement. If you do not consent, you should not access or use the Website or Services.

## **I. Information Homemaker Collects**

### **A. Personal Information and Non-Identifying Information**

When you create an account with us to use the Website and Services, we will ask you for personally identifiable information. This refers to information about you that can be used to contact or identify you (“Personal Information”). Personal Information includes, but is not limited to, your name, username, phone number, email address and home and business postal addresses, and any other information that you decide to provide to Homemaker that could be used to personally identify you [ALTHOUGH THIS LIST IS ILLUSTRATIVE, IT’S HELPFUL TO IDENTIFY ANY OTHER “PERSONAL INFORMATION” HOMEMAKER COLLECTS].

We also collect other information that you provide as part of registration and the administration and personalization of your account with us that does not identify you (“Non-Identifying Information”). Non-Identifying Information includes, but is not limited to, your zip code (on its own), gender, age, and individual preferences. Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences).

Personal Information and Non-Identifying Information may include protected health information (“PHI”) as defined under Health Insurance Portability Act of 1996, as amended (“HIPAA”). Homemaker complies with HIPAA as applicable. For more information see Homemaker’s HIPAA Policy. [LINK]

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the Services (including but not limited to providing applications submitted by recruits to startups), complete your transactions, and respond to correspondence from you. For example, we may collect information regarding [PROVIDE A SHORT TYPICAL EXAMPLE OF THE INFORMATION HOMEMAKER WILL COLLECT FROM END USERS. NOTE THIS WILL BE EXPLAINED IN MORE DETAIL IN SECTION III.A BELOW.]. We use such information solely in accordance with this Privacy Policy. We may also use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your account information.

We may also combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other users to attempt to provide you with a better experience, to improve the quality and value of the Website and Services, and to analyze and understand how the Website and Services are used.

## **B. Log Data**

When you visit the Website, whether you are logged in or just browsing without logging in, our servers automatically record information that your browser sends whenever you visit a website (“Log Data”). This Log Data may include information such as your Internet Service Provider (ISP); your computer’s Internet Protocol (“IP”) address, browser type, and operating system; referring/exit pages; clickstream data; pages of the Website that you visit, the time spent on those pages, information you search for on the Website, access times, and dates; and other statistics. We use this information to monitor and analyze use of the Website and Services and for technical administration of the same, to increase the functionality and user-friendliness of the Website and Services, and to better tailor each of them to our users’ needs. For example, some of this information is collected so that when you visit the Website again, it will recognize you and serve advertisements and other information appropriate to your interests. We also use this information to verify that visitors to the Website meet the criteria required to process their requests.

We do not treat Log Data as Personal Information or use it in association with other Personal Information, though we may aggregate, analyze, and evaluate such information for the same purposes as stated above regarding other Non-Identifying Information, except as prohibited under HIPAA.

## **II. Collection of Information**

Homemaker may use a number of different techniques and technologies to collect Personal Information, Non-Identifying Information, and Log Data. For example, Homemaker may use cookies, log files, clear gifs, pixel tags, and/or other technology used to monitor your Homemaker experience.

### **A. Collection of Personal Information and Non-Identifying Information**

As is regular practice on many websites, the Website uses cookies and other technologies to help us understand which parts of the Website are more popular and how much time users spend there. A cookie is a small amount of data that is sent to your browser from a Web server and is stored on your computer's hard drive. Cookies allow you, for example, to enter your password less frequently during an online session. To the extent that Homemaker operates multiple websites, we may use separate cookies on each website. The cookies that the Website uses do not store Personal Information, but they may store Non-Identifying Information. Since cookies are now used as industry standard, most Web browsers automatically accept cookies, but you can usually change your browser to decline them. If you prefer not to enable cookies, you may choose to disable them; however, please note that certain features on the Website will not be available to you once cookies are disabled.

When you access content through the Website and Services, you will be accessing a server operated by or on behalf of Homemaker and not your personal computing device or other hardware. The Website and Services will not at any time expose any files or personal information on your personal computing device or other hardware to Homemaker or other third

parties or otherwise enable Homemaker or any other third party to have direct access to any of the files or personal information on your personal computing device or other hardware.

Please note that if you use any bulletin board, chat room, comment posting feature, or other public communication service, forum, or feature offered through the Website or Services, or post any information available for viewing by other End Users, any of the information that you share will be visible to other End Users. The information that you make available can be read, used, and collected by other End Users to send you unsolicited messages outside of the Website and Services. Homemaker is not responsible for the manner in which the Personal Information that you decide to share will be used by other End Users.

## **B. Collection of Log Data**

Log Data is collected automatically by the Website servers and related software. Because the Website automatically collects Log Data for all visitors and End Users that visit the Website, your Website session will be tracked. Because we do not match Log Data with Personal Information, you can remain anonymous in public areas of the Website. You can browse those areas of our Website without entering any Personal Information and, therefore, remain anonymous during your visit. Additionally, in some of our email messages, Homemaker may use a “click-through URL” linked to content on the Website. When an End User clicks onto one of these URLs, the End User will pass through our Web server before arriving at the destination Web page. Homemaker tracks this click-through data to help us determine End User interest in certain subject matter and measure the effectiveness of these End User communications. You can avoid being tracked in this way by not clicking text or graphic links in emails from Homemaker.

## **III. Use and Sharing of Information by Homemaker**

The End User information that Homemaker collects may be added to our databases and used for business purposes, including for marketing and promotional purposes, for a statistical analysis of End Users' behavior, for product development, for content improvement, or to customize the content and layout of our Website. In addition, Homemaker will, on occasion, send emails to you about our Services or third-party products. If you do not want to receive email from us, visit the “Opt Out” or “Unsubscribe” link at the bottom of any Homemaker email to remove yourself from continued receipt of email messages.

Homemaker’s policy is not to share the End User information it collects with third parties other than as specified below, or where an End User explicitly requests that we share its information with a third party. We may share End User information with third parties under the following circumstances:

### **A. Other Business Partners and Service Providers**

We work closely with certain business partners and service providers and we may provide End User information to our business partners and service providers so that they can offer or provide services to you. For example, we may provide End User information to our business partners or other trusted entities for the purpose of providing you with information on goods or services we believe will be of interest to you. We may also employ third party

companies and individuals for any of the following: to facilitate the Website or Services; to provide the Website or Services on our behalf; to perform related services, including without limitation, maintenance services, database management, fulfillment, web analytics, and improvement of the features or functionality; or to assist us in analyzing how the Website or Services is being used.

Under certain circumstances, you may avoid having Homemaker share your information with its business partners and service providers by not granting Homemaker permission to share your information. Not granting Homemaker permission to share your information with its business partners or service providers may limit your access to their services through the Website.

#### **B. Business Transfers**

As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, a sale of assets, or bankruptcy. In such transactions, information about End Users generally is often a transferred business asset. In the event that Homemaker itself or substantially all of Homemaker's assets are acquired, information about our End Users may be one of the transferred assets.

#### **C. Compliance with Law and Protection of Homemaker and Others**

We may release End User information when we believe, in our sole discretion, that release is appropriate: to comply with the law, including but not limited to, in response to a subpoena served on Homemaker and HIPAA; to enforce or apply the Agreement, including the Terms of Service and other agreements, rules, and policies; to protect the rights, property, or safety of Homemaker, our End Users, or others; or to prevent activity that we believe, in our sole discretion, may be or may become illegal, unethical, or legally actionable (including exchanging End User information with other companies and organizations for fraud protection).

#### **D. Aggregate Site Use Information**

We may release aggregate End User information (without revealing any Personal Information about you) to advertisers and other third parties in order to promote or describe use of the Website or the Services.

#### **IV. International Transfer**

Your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

#### **V. Changing or Deleting Your Information**

All Members may review, update, correct or delete the Personal Information in their registration profile by contacting us. If you completely delete all such information, then your

account may become deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes.

## **VI. Security**

We are very concerned with safeguarding your information. We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access in compliance with HIPAA, as applicable and any other applicable law. We will make any legally required disclosures of 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 in compliance with applicable law.

## **VII. Children’s Privacy**

We are committed to protecting the privacy of children. Under the terms of the Agreement, End Users must be at least thirteen (13) years of age to access and use the Website and Services. For the avoidance of doubt, in accordance with the Children's Online Privacy Protection Act of 1998 (<http://www.ftc.gov/ogc/coppal.htm>), the Website and Services are not intended or designed to attract children under the age of thirteen (13). Any access to or use of the Website or Services by anyone under the age of thirteen (13) is unauthorized, unlicensed, and in violation of the Agreement. By using the Website and Services, you represent and warrant that you are thirteen (13) years of age or older and that you agree to and agree to abide by all of the terms and conditions of the Agreement. If Homemaker believes that you are under the age of thirteen (13) or that you are not old enough to consent to and be legally bound by the Agreement, Homemaker may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the Website or Services (or any portion, aspect, or feature of them), or (ii) delete any content or information that you have posted on the Website.

## **VIII. Contacting Us**

If you have any questions about this Privacy Policy, please contact us at 215-592-0002.