

# MLSE, Inc.® Policies & Terms

## **Personal Contact Information We Collect And What We Do With It:**

When you are donating, providing gifts in kind, sponsorship, or subscribing to our online newsletter, we ask you for personal contact information such as your name, mailing address, phone number and e-mail address. We may use this contact information to provide you with a receipt or financial report; to contact you to clarify or obtain information about a donation you made or to send you additional information about MLSE, Inc.®

If you donate, we may contact you from time to time (in writing only, never by telephone) to offer you an opportunity to make another gift, or to offer services from third parties that will directly benefit MLSE, Inc.®

From time to time, the MLSE, Inc.® exchanges its list of supporters with other trusted organizations to benefit the Foundation's programs and activities. Prior to doing so, we will notify you and give you the option to opt out. We have found this to be the most cost-effective method of reaching additional potential constituents and hope you value the information they send you. Such organizations will not have continued access to your name and address unless you choose to respond to their initial mailing.

Personal contact information may also be shared with our agents, i.e., reputable companies we use for services or sending MLSE, Inc.® mail. We have non-disclosure confidentiality Non-Disclosure Agreements (NDAs) in place with all such agents to protect MLSE, Inc.® and your privacy.

## **Personal Billing Information We Collect And What We Do With It:**

In addition to personal contact information, we ask for billing information, such as your billing address and credit card number, when you donate or purchase a gift in kind. We use secure servers to gather and process your billing information. These secure servers are hosted by our Merchant Services of Red River Federal Credit Union, PayPal, Cash App and Venmo, which is bound by both site policies. Your billing information is not shared with any other organizations, and your credit card number is not retained once your transaction has been authorized and processed.

## **Other Contact Information We Collect And What We Do With It:**

In some instances, we ask for contact information for people other than yourself including, for example, e-mail addresses of friends to whom you send a copy of one of our Web pages, or the mailing address of someone you wish us to notify of a donation you have made. The information we collect is used to send the donation notification or information you requested and/or to inform the recipient of MLSE, Inc.® updates, wish stories and opportunities to get involved. Such contact information is not shared with any other organizations.

## **How To View Or Change Your Information:**

If you do not wish to participate in our exchange activities, or if you wish to modify the frequency of future communications from the MLSE, Inc.®, please write to us at our headquarters address below.

With the exception of credit card numbers, which are not retained, you can view and request changes to all the information you have given us, including any mailing lists you may be on, by contacting us in one of two ways: You can either e-mail us at [info@mlse.org](mailto:info@mlse.org), or you can send a letter addressed to:

**MLSE, Inc.**  
**Attention: Donor Care**  
**3028 Grant Rd.**  
**Norman, OK 73071**

### **Links To Other Sites:**

This website contains links to other sites that may gather personal contact information. MLSE, Inc.® is not responsible for the privacy practices or content of such Web Sites. However, any personal information obtained by us through other sites is treated as if it was gathered on our site and our privacy policy applies.

### **Children:**

With respect to children, MLSE, Inc.® only collects personally identifiable contact information from associated children's organizations or the families of these children to use as images and stories on MLSE, Inc.® website. We work with these organizations and families to complete an MLSE, Inc.® consent form bound by Oklahoma **Title 12. Civil Procedure, §12-1449.**

A. Any person who knowingly uses another's name, voice, signature, photograph, or likeness, in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services, without such person's prior consent, or, in the case of a minor, the prior consent of his parent or legal guardian, shall be liable for any damages sustained by the person or persons injured as a result thereof, and any profits from the unauthorized use that are attributable to the use shall be taken into account in computing the actual damages. In establishing such profits, the injured party or parties are required to present proof only of the gross revenue attributable to such use, and the person who violated this section is required to prove his or her deductible expenses. Punitive damages may also be awarded to the injured party or parties. The prevailing party in any action under this section shall also be entitled to attorney's fees and costs.

B. As used in this section, "photograph" means any photograph or photographic reproduction, still or moving, or any videotape or live television transmission, of any person, such that the person is readily identifiable.

1. A person shall be deemed to be readily identifiable from a photograph when one who views the photograph with the naked eye can reasonably determine that the person depicted in the photograph is the same person who is complaining of its unauthorized use.
2. If the photograph includes more than one person so identifiable, then the person or persons complaining of the use shall be represented as individuals rather than solely as members of a definable group represented in the photograph. A definable group includes, but is not limited to, the following examples: A crowd at any sporting event, a crowd in any

street or public building, the audience at any theatrical or stage production, a glee club, or a baseball team.

3. A person or persons shall be represented as members of a definable group if they are represented in the photograph solely as a result of being present at the time the photograph was taken and have not been singled out as individuals in any manner.

C. MLSE, Inc.® does not share it in any other way or with any other parties. We do not give the ability to publicly post or otherwise distribute personally identifiable contact information without going through our legal review process and the consent of the organizations and/or families.

### **Changes To Our Policy:**

Our privacy policy is subject to change from time to time. Any changes to this privacy policy will be posted on this Web page, and we will mark the link to our privacy policy from our Internet home page to note the date of any changes so that you will always know what information we collect, how we use it and what choices you have.

### **Security:**

#### **Financial Transactions And Our Secure Servers:**

All financial transactions on our Web Site, specifically online donations, are managed through our Merchant Services Paypal. All transactions use an encrypted channel and take place on secured servers. No financial data, such as your credit card number, is transferred via a less secure channel, such as encrypted e-mail, for processing. Moreover, once your transaction has been processed and completed, your credit card number is not retained.

### **User Agreement:**

#### **By Viewing And/Or Using This Web Site, You Are Agreeing To All The Terms And Conditions Explained Below:**

1. This World Wide Web site with its home page in the domains "mlseinc.org" is a complimentary information service offered by MLSE, Inc.® (Public Foundation) at no charge to you as a user of the World Wide Web, with the express condition that you agree to be bound by the terms and conditions set forth in this User Agreement. The Foundation reserves the right to change these terms and conditions any time, and you must consult the most recent version of this User Agreement (not an older cached version) each time you view the Web site. Do not use the Web site if you do not agree to all of the following terms and conditions.
2. You agree to be bound by the terms and conditions set forth under the Copyright section of this Site Notice.
3. You acknowledge that the information on our MLSE, Inc.® website is provided "as is" for general information only. The Foundation makes no warranties of any kind regarding this Web site, including but not limited to any warranty of accuracy, completeness, currency, reliability, merchantability or fitness for a particular purpose, or any warranty that these

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4. You agree that you will hold harmless MLSE, Inc.® and its officers, directors and employees from all claims arising out of or related to your access or use of, or your inability to access or use, this Web site or the information contained in this Web site or other Web sites to which it is linked, including but not limited to claims that you have found something you have heard, viewed or downloaded from this Web site or another Web site to which it is linked to be obscene, offensive, defamatory or infringing upon your intellectual property rights. In no event will MLSE, Inc.® or the contributors of information to this Web site be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.
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7. You and The MLSE, Inc.® also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of the State of Oklahoma in and for the County of Jackson, Oklahoma, the United States District Court for Oklahoma with respect to such matters. MLSE, Inc.® makes no representation that materials on the Web site are appropriate or available for use in other locations and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Web site from other locations do so on their own initiative and are responsible for compliance with local laws.

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Thank you for taking the time to review our Privacy Policy and User Agreement. MLSE, Inc.® is very concerned about online privacy and safety. If you have any questions about these policy statements, the practices of this site or your dealings with this Web site, you can contact:

**MLSE, Inc.**

**904 Hickory St.**

**Altus, OK 73521**

**+1 (405) 306-7539**

Contact Us at [mlseinc@mlseinc.org](mailto:mlseinc@mlseinc.org)