

Privacy Policy

1. Introduction

- 1.1 We at the Free Africa Foundation are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information.

2. Personal information

- 3.1 We may collect, store and use the following kinds of personal information:
- (a) Information provides to us when registering with our website;
 - (b) Information provided to us for the purpose of subscribing to our email notifications and/or newsletters
4. Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

5. Using personal information

- 5.1 Personal information submitted to us through our website will be used for the purposes specified in this policy.
- 5.2 We may use your personal information to:
- (a) Enhance, administer our website and business;
 - (b) Send you our email newsletter, bulletin, etc;
 - (c) Respond to enquiries and complaints made by or about you relating to our website;
 - (c) Keep our website secure and prevent fraud; and
 - (d) [verify compliance with the terms and conditions governing the use of our website.
- 6.1 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 6.2 All our website financial transactions are handled through our payment services providers - [Paypal](#), [Stripe](#) and [Charge](#) You may review the provider's privacy policy at their respective websites. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

7. Disclosing personal information

- 7.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors] insofar as reasonably necessary for the purposes set out in this policy.
- 7.2 We may disclose your personal information to any member of our group of affiliates insofar as reasonably necessary for the purposes set out in this policy.
- 7.3 We may disclose your personal information:
- (a) To the extent that we are required to do so by law;
 - (b) in connection with any ongoing or prospective legal proceedings;
 - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit
- 7.4 Except as provided in this policy, we will not provide your personal information to third parties.

8. International data transfers

- 8.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.
- 8.2 Information that we collect may be transferred to the following countries which may not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China and India. These are mostly African countries; Botswana, Ethiopia, Gambia, Ghana, Kenya, South Africa and Zimbabwe, where we have affiliates.
- 8.3 Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

9. Retaining personal information

- 9.1 This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.
- 9.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 9.3 Without prejudice to Section 6.2, we will usually delete personal data falling within the categories set out below at the date/time set out below:

- (a) Personal data (name, email addresses, phone numbers, etc.) will be deleted if you are no longer an active member or supporter in 3 years.
10. Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:
- (a) To the extent that we are required to do so by law;
 - (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
 - (c) in order to establish, exercise or defend our legal rights, including providing information to others for the purposes of fraud prevention and reducing credit risk.

11. Security of personal information

- 11.1 We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information.
- 11.2 We will store all the personal information you provide on our secure servers.
- 11.3 All electronic financial transactions entered into through our website will be protected by encryption technology.
- 11.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 12.1 We may update this policy from time to time by publishing a new version on our website.
- 12.2 You should check this page occasionally to ensure you are happy with any changes to this policy.
- 12.3 We may notify you of changes to this policy by email.

13. Your rights

- 13.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
- (a) The supply of appropriate evidence of your identity For this purpose, we will usually accept a photocopy of your original copy of a utility bill showing your current address.
- 13.2 We may withhold personal information that you request to the extent permitted by law.

14. Third party websites

- 14.1 Our website includes hyperlinks to, and details of, third party websites.

14.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

15. Updating information

15.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

16. Cookies

16.1 Our website does not use cookies.

16.2 We are registered in the US with the IRS as a tax exempt organization with this employment identification number (EIN) 52-1849803. Our address is 910 17th St., NW, Suite 419, Washington, DC 20006.

16.3 Our principal place of business is at 910 17th St., NW, Suite 419, Washington, DC 20006.

16.4 You can contact us:

- (a) By mail, using the postal address [given above];
- (b) Using our website contact form;
- (c) By telephone, on the contact number published on our website from time to time;
- (d) By email, using the email address published on our website from time to time

Terms and Conditions **[for the use of material at this website]**

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Permission to use website

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You may view, download for caching purposes only, and print pages from this website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

1. Republish material from this website, including republication on another website;
2. Sell, rent or sub-license material from the website;
3. Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
4. Redistribute material from this website

Acceptable use

You must not use this website,

in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

To copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

To conduct any systematic or automated data collection activities in relation to this website without the Free Africa Foundation's express written consent.

To transmit or send unsolicited commercial communications.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

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Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Free Africa Foundation or a third party.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Free Africa Foundation reserves the right to edit or remove any material submitted to this website, or stored on the Free Africa Foundation's servers, or hosted or published upon this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. The Free Africa Foundation makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, the Free Africa Foundation [NAME] does not warrant that:

This website will be constantly available, or available at all times; and the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind

Limitations of liability

The Free Africa Foundation will not be liable to you in relation to the contents of, this website: to the extent that the website is provided free-of-charge,

1. For any indirect, special or consequential loss; or
2. For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Free Africa Foundation has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the Free Africa Foundation' liability in respect of any:

1. Death or personal injury caused by the Free Africa Foundation negligence;
2. Fraud or fraudulent misrepresentation on the part of the Free Africa Foundation; or
3. Matter which it would be illegal or unlawful for the Free Africa Foundation to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must discontinue the use this website.

Other parties

You accept that, as a limited liability entity and charitable organization, the Free Africa Foundation has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Free Africa Foundation [NAME'S] officers or employees in respect of any losses you suffer in connection with the website.

You agree that the limitations of warranties and liability set out in this website disclaimer will protect [NAME'S] officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Free Africa Foundation.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify the Free Africa Foundation and undertake to keep the Free Africa Foundation indemnified against any losses, damages, costs, liabilities and expenses of a claim or dispute on the advice of t'he Free Africa Foundation legal advisers incurred or suffered by the Free Africa Foundation arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to the Free Africa Foundation's other rights under these terms and conditions, if you breach these terms and conditions in any way, the Free Africa Foundation may take such action as the Free Africa Foundation deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

The Free Africa Foundation may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

The Free Africa Foundation may transfer, sub-contract or otherwise deal with the Free Africa Foundation rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and the Free Africa Foundation in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws governing public charities, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of the District of Columbia in Washington DC..

Registrations and authorisations

The Free Africa Foundation is registered with the IRS. The Free Africa Foundation registration's number is 52-1849803

The Free Africa Foundation details

The full name of the Free Africa Foundation is.The Free Africa Foundation
The Free Africa Foundation is registered in The District of Columbia in Washington DC.under registration number 29-102.11

The Free Africa Foundation's address is 910 17th St., NW, Suite 419, Washington DC 20006.

You can contact the Free Africa Foundation,

1. By email to info@freeafrica.or
2. By phone in the US (202) 296 – 7081
3. By regular mail to 910 17th St., NW, Suite 419, Washington DC 20006 USA