

IMPORTANT: Need to discuss how to add/meet ADA requirements @ Text Based Format; Text Enlargement Option; Screen Readers & readable Braille Displays; Audio Descriptions and Captions

NOTICE OF ONLINE PRIVACY POLICY

INTRODUCTION

Welcome and thank you for visiting the **Website** for the Housing Authority of the County of San Joaquin County. ("Authority"). In this **Online Privacy Policy** ("Policy"), we describe our privacy policy, the **Terms of Use** of the Website, and important information outlining the conditions for access and use of the Authority's Website. That is, we explain what information we collect, how we use it, how it is stored, who we share it with and what rights you have in relation to it. Please take time to carefully read the Policy, including the **Terms of Use** and **Definitions**, as it will help you make informed decisions about sharing your personal information with us. If you do not agree with this Policy or any of the Terms of Use please discontinue use of our site and our services.

Authority is committed to protecting your personal information and your right to privacy. As you visit our website www.hacsj.org and use our products and services we assure you that we take your privacy very seriously and will employ efforts to protect your personal information. All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

This Policy applies to all information collected through our Website (such as www.hacsj.org, www.hacsjonline.org and social media sites for the HACSJ, "Apps", and/or any related services, products or events (we refer to them collectively in this privacy policy as the "Website").

Please contact us at rc_portal@hacsj.org if you have any questions or concerns about our policy, or our practices with regards to your personal information.

Then you could hyperlink to the following separately or collectively

ONLINE PRIVACY POLICY

Authority respects the privacy of our Members and visitors (collectively "User(s)") to our **Website**. We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of our Users' personal information, username, password, transaction information and other data stored on our site ("Data") and which applies to the Website.

Therefore, to protect Users' privacy and that the Data and information collected is properly used, we have adopted these policies and procedures:

Authority promotes the principles of disclosure and informed consent and commits to protecting Users' privacy.

Users' Data on the [Website](#) will be protected under laws of California, the laws of the United States and various international laws and treaties.

Confidential Information and Data shared or contained on the [Website](#) may not be reproduced or transmitted in any form or by any means without the prior written consent from the Authority except as set forth in the Notices.

Confidential Information and Data collected by Authority and Affiliates will be used only to provide and improve service to our Users and visitors.

Authority, DCDC and Affiliates will only collect and store "personal identifiable information" that Users and visitors knowingly provide. Users and visitors may always request changes to his or her personal identifiable information that is collected and stored.

Authority, DCDC and Affiliates generally do not collect any personal information from visitors browsing our website. Visitors may visit public areas of the site anonymously and can always refuse to provide Confidential Information or any data.

Authority and Affiliates do not disclose credit card account information provided by Users.

NOTICE WHEN AND HOW DATA IS COLLECTED AND SHARED

This Notice section advises that Authority may collect and share certain Data and information from Users and visitors who visit the Website without having explicitly asked any User for such information. Authority uses information voluntarily submitted by Users and visitors in the following ways:

Authority and Affiliates use data collected to improve our web content, respond to User's interests, needs, and preferences; and to develop new products and services.

When Users choose to pay using their credit cards, Authority and Affiliates submit the information needed to obtain payment to the appropriate clearinghouse.

Website may use cookies to enhance the user experience. User may choose to set his/her/their web browser to select a "do not track" feature or otherwise refuse cookies or to alert a User when cookies are being sent or included within the digital contact. However, please be advised that if recipient refuse the cookies, some parts of the site may not function properly.

Users and visitors may find content on the Website that links to websites and services of our partners, suppliers, advertisers, sponsors, and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our site. In

addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies.

Authority may also send an email requesting feedback, information and information. Of course, User may decline to respond to the request by exiting this site. However, should Users and visitors elect to proceed forward on the Website and respond to the request for information then Users and visitors agree that the submitted information, including any personal identifying or Confidential Information, may be shared with third parties.

We automatically collect certain information when you visit, use or navigate the **Website**. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Site and other technical information. This information is primarily needed to maintain the security and operation of our Website, and for our internal analytics and reporting purposes.

We may request access or permission to and track location- based Information from your mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.

Mobile Device Access. We may request access or permission to certain features from your mobile device, including your mobile device's [Bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage,] and other features. If you wish to change our access or permissions, you may do so in your device's settings.

HOW DO WE USE AND SHARE YOUR INFORMATION?

We process your information for purposes based on legitimate business interests, the fulfillment of any agreement with you, compliance with our legal obligations, and/or your consent.

We use the information we collect or receive:

To facilitate account creation and logon process. If you choose to link your account with us to a third party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process.

To send you informational communications and administrative business purposes and/or with your consent.

To send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.

To fulfill and manage your payments.

To post testimonials with your Consent.

To request feedback and to contact you about your use of our Website.

To keep our Website safe and secure (for example, for fraud monitoring and prevention).

We may share Data, Confidential Information and any other information that we collect or receive as follows:

To third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, criminal and financial background checks and customer service. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes.

To verify information provided on applications and renewal documents.

To DCDC and our Affiliates and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us in which case we will require those affiliates to honor this privacy policy.

We may disclose Confidential Information to anyone for any purpose but only with your consent. However, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal.

We will only keep your Data or personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements).

Miscellaneous and Important Notes:

If you share personal information or otherwise interact with public areas of the [Website](#), such personal information may be viewed by all users and may be publicly distributed outside the [Website](#).

Authority and Affiliates are not responsible for the safety of any information that you share with third-party providers who are not affiliated with our websites as we cannot guarantee the safety and privacy of data you provide to any third parties. Any data collected by third parties is not covered by this privacy policy. We are not responsible for the content or privacy and security practices and policies of any third parties, including other websites, services or applications that may be linked to or from the Sites. You should review the policies of such third parties and contact them directly to respond to your questions.

By using the Sites, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Website. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures

to promptly delete such data from our records. If you become aware of any data we have collected from children under age 18, please contact us at info@hacsj.com.

CHANGES TO POLICY, PRACTICES AND SERVICES

Authority and Affiliates have the discretion to update this Policy, practices and services provided when using the Website at any time. The date of any revision or modification will be noted at the bottom of this page. We encourage users to visit the Website to stay informed about our Policy, practices and services. Users acknowledge their responsibility to review the Policy periodically and become aware of revisions and modifications.

TERMS OF USE

THE TERMS SET OUT ABOVE SHALL GOVERN YOUR USE OF THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEBSITE. THE SERVICE AND CONTENT FROM OR THROUGH THIS WEBSITE SHALL BE PROVIDED "AS IS," AND THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AUTHORITY MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION. AUTHORITY NOR ITS LICENSORS ARE RESPONSIBLE FOR CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE. AUTHORITY, AFFILIATES AND THEIR LICENSORS SHALL NOT BE LIABLE TO A USER, LICENSEE OR A THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST, DAMAGED OR INFECTED DATA CONCERNING OR RELATING TO THE USE OR MISUSE OF THIS WEBSITE, EVEN IF THE AUTHORITY AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DEFINITIONS

The following "Terms" are defined for the purposes of this agreement as follows:

- a. Affiliates mean those entities of Authority of the County of San Joaquin and DCDC as listed [here](#).
- b. An "IP address" is the unique numerical identity of your host computer. When the Authority "logs" an IP address, it means that Authority website associates a visit or series of visits to that unique numerical identity.
- c. "Confidential Information" shall mean all technical and non-technical information including data, patent, copyright, trade secret, proprietary information, techniques, sketches, drawings, statistical and/or mathematical models, mathematical calculations and/or simulations, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, object code, source code and formula related to the current, future and proposed products and services of each of the parties, and includes, without limitation, each party's respective information concerning research,

experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. The term “Confidential Information” shall also include proprietary or confidential information of any third party who may disclose such information to either party in the course of the other party’s business.

d. “Cookies” are files that contain information created by a web server that can be stored on a user's hard drive for use either during a particular session or for future use.

e. “Designed User” means any user logging onto the Yardi system at any time. Each Designated User should have a unique name and password.

f. “License Fee” means those fees, as specified in the Specific Terms and attached Schedules, paid for the Use of the Licensed Programs.

g. “Licensed Programs” means each computer software program enumerated in Schedule A as listed here.

h. “Logo” shall mean the name, logo and depictions of Authority, Delta Community Developers Corp. (“DCDC”) and their respective “Affiliates” which are trademarks of the Authority. All other names mentioned in this Website are for identification purposes only and are trademarks or registered trademarks of their respective companies.

i. “Members” shall mean those existing persons and families receiving a benefit under the federal and state programs administered by Authority, DCDC and Affiliates (“Programs”) as well as all “Applicants” for said Programs.

j. “Personally Identifiable Information” shall mean that information listed in [California Business & Professions Code section 22577](#).

k. “Use” means (i) copying any portion of any Licensed Program only into Client’s computer for processing, (ii) consulting any Licensed Program in printed form in support of this processing, and (iii) copying for archival or emergency restart purposes. “Use” shall not include services, maintenance or modifications by anyone other than Yardi.

l. “User” or “Users” shall mean person or persons accessing and using the Website including visitors, applicants and Members.

m. “Yardi” refers to third party software from Yardi Systems, Inc, Yardi’s Voyager product is what the Authority uses to manage records for residents, participants, Landlords and vendors.