Privacy

General

This website is maintained and operated by the Housing Authority of Utah County, Utah. For questions or comments regarding this site contact Web Help.

The Housing Authority of Utah County (HAUC) respects the privacy of every individual who visits our websites. This Privacy Statement outlines the information HAUC will collect and how HAUC will use that information.

Personally Identifiable Information

When you visit HAUC websites we will not collect any personally identifiable information about you (such as your name, address, telephone number, social security number, or e-mail address) unless you provide it to us voluntarily.

HAUC may request personally identifiable information from you in order to provide the requested service. Once collected the information is stored electronically indefinitely.

Should you wish not to provide any Personally Identifiable Information you may utilize the services by using the appropriate non-electronic means.

The information collected may include, but is not limited:

- First and Last names
- Physical address
- Email address
- Telephone number
- Bank account information
- Social Security Number
- Parcel Number
- Birth Date

· Origin of Birth

Use of Personally Identifiable Information

All of these matters and other information may be lawfully classified as Private or Controlled in accordance with the Government Records Access and Management Act (GRAMA). HAUC may store and process your personally identifiable information to better understand your needs and how we may improve our electronic services and we may use your personally identifiable information to contact you if so requested by you (for example, we may send you a questionnaire or we may respond to your comments or requests for information).

We may also share your personal information if necessary to comply with applicable laws and regulations, to respond to a subpoena, search warrant, or other lawful request for information we receive, or to otherwise protect our rights.

HAUC will not give your personally identifiable information to any outside organization unless required by law.

Non Personally Identifiable Information

HAUC may collect information about you that is not personally identifiable. Examples of this type of information include IP address, time of visit, the type of internet browser or computer operating system you are using, and the domain name of the website from which you linked to our sites. HAUC uses this information to help diagnose problems with our server and to administer our website. We also use it to gather broad demographic information about our users in general. This information does not contain anything that can identify users personally.

Additionally, HAUC may store some information on your computer. This information will be in the form of a "cookie". Most internet browsers enable you to erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored.

Please refer to your browser instructions or help screen to learn more about these functions.

HAUC will not attempt to tie any personally identifiable information on individual users to non-personally identifiable information.

Security

HAUC is committed to keeping secure the data you provide us and will take reasonable precautions to protect your personally identifiable information from loss, misuse, or alteration. HAUC employs industry standards in securing this information.

Non HAUC websites

HAUC links to various non-HAUC websites. HAUC is not responsible for the content or the privacy policies of websites to which it may provide links.

HAUC recommends that visitors to non-county sites check the privacy statements of these sites and be cautious about providing personally identifiable information without a clear understanding of how the information will be used.

Visitors may also wish to consult privacy guidelines such as those recommended by the Online Privacy Alliance.

Contacting Us Regarding Your Personally Identifiable Information

If you have submitted personally identifiable information through a HAUC website or if someone else has submitted your personally identifiable information through a Utah County website, and you would like to have that information deleted from our databases, please <u>contact Web Help</u>.

SMS

• We use GoTo Connect for our text message (SMS) communications. For more information about how we may use your information with GoTo Connect and the information that may be collected please refer to their website at GoTo.com.

TEXT MESSAGE COMMUNICATIONS

If you wish to stop receiving text messages from us, reply STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE to any text message sent from us. For more information, see our Mobile Messaging Terms and Conditions below.

CHANGES TO THE THIS PRIVACY POLICY

We may update this Privacy Policy at any time. Please review it frequently.

CONTACT INFORMATION

If you have any questions about this policy or our privacy practices, please contact us at housinguc.org/

Mobile Messaging Terms

HAUC ("We," "Us," "Our") is offering a mobile messaging program (the "Program"), subject to these Mobile Messaging Terms and Conditions (the "Terms"). If you do not wish to continue participating in the program or no longer agree to these Terms, you can reply "**STOP**" to any mobile message from Us in order to opt out of the Program.

User Opt-In: The Program allows users to receive SMS/MMS mobile messages by users affirmatively opting into the Program, such as through online enrollment forms or by texting a keyword to any successor short code or long code to opt into the Program. Regardless of the opt-in method you utilized to join the

Program, you agree that these Terms apply to your participation in the Program. The mobile messaging service used by Us to communicate with you requires human intervention for Our mobile messages to be initiated, and thus Our mobile messages are not sent to you by an automatic telephone dialing system ("ATDS" or "autodialer").

Program Description: Without limiting the scope of the Program, users who opt into the Program can expect to receive messages concerning HAUC.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent based on your interaction with Us.

Contact Information: For support text "**HELP**" to any of Our mobile messages, or call us at 801-373-8333.

User Opt Out and Additional Commands: To opt out (discontinue participation in the Program), reply "STOP" to any of Our mobile messages from your mobile device. This is the easiest and preferred method to opt out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You may also opt out by texting "QUIT", "END", "CANCEL", "UNSUBSCRIBE", or "STOP ALL" to any of Our mobile messages you receive, or by contacting Us via the means provided above and clearly communicating your intent to unsubscribe from the Program. For additional support, text "HELP" to any of Our mobile messages from your mobile device to get help.

MMS Disclosure: The Program will send SMS MTs if your mobile device does not support MMS messaging.

Our Warranty: We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control.

Privacy Policy: We respect your right to privacy. You can view our privacy policy here https://housinguc.org. We will only use the information you provide to transmit your mobile messages and respond to you, if necessary. WE DO NOT SELL, RENT, LOAN, TRADE, LEASE, OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE PROGRAM TO ANY THIRD PARTY. Nonetheless. we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide Us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If in Our sole discretion, we believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Program for an ulterior purpose, We may refuse you access to the Program and pursue any appropriate legal remedies.

This Privacy Policy is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and Us in other contexts.

Dispute Resolution: In the event that there is a dispute, claim or controversy between you and Us, or between you and any third-party service provider acting on Our behalf to transmit the mobile messages

within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, these Terms, Our Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in Provo, UT before one arbitrator. The arbitrator will apply the substantive law of the State of Utah, exclusive of its conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing to HAUC and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested ("Arbitration Demand").

To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated hereby.

The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a

reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses, and arbitrators, and will not be disclosed to any third person (other than witnesses or experts), except as required by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to

exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing. We reserve the right to change these Terms from time to time. Any updates to these Terms shall be communicated to you. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.