

Access Now Data Usage Policy and Terms of Service

Last modified: 21 November 2019

Data Usage Policy

Why is this not called a 'privacy policy'?
<https://www.thatsnotprivacy.com/>

Access Now advocates for your right to privacy, and we work to protect your privacy when you visit our websites and engage with us, online and offline.

We wrote this Data Usage Policy, and will update it as necessary, to let you know how we protect your personal data and keep it confidential.

We do not rent or sell visitor or donor information to third parties. We will not transfer or share this information unless compelled by law, or under the specific conditions listed below, and we will vigorously challenge any subpoena or other demand by government or private organizations or individuals to access it.

This Data Usage Policy applies to Access Now, and all of our staff members, contractors, interns, board members, fellows, and others who are bound by confidentiality agreements with Access Now (“we” or “us”).

To use our Digital Security Helpline, clients must agree to the [Access Now Terms of Service \[#TermsOfService\]](#), and to the specific Helpline data usage policy detailed below.

What we collect

We strive to collect as little personal data as we need to further our mission.

We collect information when you visit our site, make a donation online, and subscribe to our campaigns or mailing lists. We'll let you know what information is required for each action, and try to require the least amount of information necessary.

We collect information regarding visits to our website. We use the open source analytics platform Piwik to track visitor usage patterns. With Piwik, we log IP addresses (which include location data), browser, operating system, visiting time (local and server), session, actions per visit, pageviews per visit, returning visitors, and referring site information. The data we collect through Piwik is stored on our own servers, and will never be shared with others. Find the Piwik Privacy Policy here: <https://piwik.org/privacy/> [<https://piwik.org/privacy/>].

To sign up for our newsletter and petitions, we require a name, e-mail address, postal code, and country.

For donations, we require a real name, address, and payment info, including credit card data.

Access Now's website and services are not intended for, or designed to attract, individuals under the age of 18. We do not knowingly collect personally identifiable information from any person under the age of 18.

Cookies

We use cookies for a limited number of purposes. A "cookie" is a tiny element of data that our site can send to your browser, which may then be stored on your hard drive. If you are concerned about your privacy and the use of cookie technology you may set your web browser to notify you when you receive a cookie. You may also set your browser to refuse the cookies our site attempts to send you. However,

if you choose to reject cookies from Access Now, some functions on the website may be limited.

How we store and use your data

We take industry standard security measures to protect personal information under our control from loss, misuse, and breach, but like with every website, there are risks associated with uploading your information online.

When you are asked for your personal information, you are sharing that information with Access Now alone, unless stated otherwise. We use this information to further our mission, by ensuring our work serves users at risk around the world and reaches the stakeholders whose decisions impact our fundamental human rights online.

You retain the right to view and request copies, deletion, and modification of the personal data we collect from you. Contact [**legal@accessnow.org**](mailto:legal@accessnow.org) [[**mailto:legal@accessnow.org**](mailto:legal@accessnow.org)] to start exercising these rights.

All information collected by Access Now staff, whether in person or through email and online, is protected by confidentiality agreements. We do not have a backup policy for our communications. Each employee, as they see fit, may retain the content of specific communications they receive and send, but we work to keep this information stored securely.

Site visitor information collected and analyzed through Piwik analytics is stored on our own servers.

Some data we collect from you on our website, including donor, mailing list subscription and campaign information, is stored in our contact relationship database (CRM). Donor information will be stored in the CRM database until the donor modifies it or requests deletion.

We do not have full credit card numbers available to us, displayable or downloadable.

Credit card information is stored by payment providers including Paypal, the Paysafe Group (<https://www.paysafe.com/privacy-policy/> [<https://www.paysafe.com/privacy-policy/>]), Bitcoin, and others as noted on payment pages.

The accessnow.org website is stored on servers of Virtual Road, a project of Qurium – The Media Foundation. Find their policies and contact information here: <https://www.qurium.org>.

Social Media

We use social media and social networking services to advance our mission. These platforms and applications are often provided by third party service providers. Please see their privacy policies for more information, and let us know if you have specific concerns.

Helpline

Responsibilities of the Helpline

The **Access Now Digital Security Helpline (“Helpline”)** [<https://www.accessnow.org/help/>] team offers real-time, direct technical assistance and advice to activists, independent media, and civil society organizations, free of charge.

The Helpline may require personally identifiable information, such as details to your computing system or website, to provide its services. The Helpline only requests data necessary to fulfill its purpose of providing direct technical assistance, and will take best effort measures to protect the data it stores.

The Helpline will only share personally identifiable information with other parts of the Access Now team, such as Legal or Advocacy staff, or with trusted partners, when necessary to solve issues on which the client requests assistance.

The Helpline reserves the right to share anonymized information about digital security trends with other part of the Access Now team, trusted partners, or as a part of public reporting, in order to improve our effectiveness and confront emerging threats to civil society around the world.

Responsibilities of the Helpline Clients

Access Now strives to protect the confidentiality of your information, and we ask that you likewise respect the privacy of our Helpline staff and work. You hereby agree not to mention the name of, describe, or

otherwise refer to Access Now, the Helpline, or the Helpline staff for the purposes of being published or posted in any public medium or forum, including, but not limited to, newspaper, magazine, online blog, social media post, petition, or legal filing. Any such publication may endanger the safety and security of our staff and, therefore, requires express written consent of the Helpline. We appreciate your assistance.

Access Now Terms of Service

User Agreement

By using information and services provided by Access Now, the Access Now Digital Security Helpline (“Helpline”), and any Access Now staff or our authorized agents, you agree to the following terms of service. These terms are effective starting December 1, 2016.

For information how we collect and protect your data, please find the [Access Now Data Usage Policy above \[#DataPolicy\]](#).

Release

Access Now information and services are provided “as-is,” with all faults, and without a guarantee or warranty of any kind, whether express or implied. Though we intend to provide the best possible service and expert technical guidance, we cannot guarantee that the information or services we provide are completely accurate or reliable, or will meet all user’s requirements, or be uninterrupted, timely, secure, or error free. You understand and expressly agree (1) to use our information and services at your sole risk, (2) that any material, information and/or data downloaded or otherwise obtained through Access Now is at your own discretion, and (3) that you are solely responsible for damage to your computer system, loss of data, or any other harms that may result from the download or use of such material, information and/or data.

Limitation of Liabilities

Access Now will not be liable for damages of any kind resulting from the use of or the inability to use our information and services. In

particular, we are not liable for the loss of, unauthorized access to, or alteration of a user's transmissions or data or for the cost of procurement of substitute information, goods, and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if Access Now or any of its authorized agents had been advised of the possibility of such damages or were negligent.

Agreement Terms

If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement will remain in effect. We will post notice of any changes to these terms at least 30 days before they are implemented.

Termination of Service

Access Now reserves the right to refuse service to any person or organization, at any time.

Access Now may reject a request for support or decline to deliver further services if, in our sole determination, such activities would:

- Expose Access Now staff or partners to an unacceptable risk of physical, digital, or other attacks,
- Pose an unacceptable risk to Access Now's reputation or interests,
- Involve illegal, unethical, violent, or immoral activity.

At the beginning of an engagement with Helpline, Access Now staff conduct a vetting process to reduce risk to the Helpline and its clients. If the vetting process uncovers issues concerning the risks described above, the case may be referred to the Helpline management team. Once received by the Helpline management team, the case may be discussed internally and with the legal and executive team of the organization, as needed.

The Helpline reserves the right to re-evaluate any client at any point after the initial vetting is conducted. Providing initial support does not guarantee the provision of further service pursuant to future requests.

Updates and Contact

We've updated this policy on 6 December 2016, in conjunction with the launch of the Access Now Digital Security Helpline page.

We will archive all versions of this Data Usage Policy and provide links on this page.

Let us know any questions, comments, concerns, angry rants, or shouts of joy at legal@accessnow.org [<mailto:legal@accessnow.org>]

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Media Usage