



LAST REVISED: July 21, 2016

PRIVACY POLICY

Your privacy is important to us. As part of our efforts to facilitate and make your experience with the Eastern National PASSPORT TO YOUR NATIONAL PARKS® Platform as user-friendly and enjoyable as possible, we may collect and use certain information you provide to us. This Privacy Policy addresses the collection, use, and disclosure of information that Eastern National may gather during your use of the Platform. UNLESS OTHERWISE DEFINED IN THIS PRIVACY POLICY, TERMS USED IN THIS PRIVACY POLICY HAVE THE SAME MEANINGS AS IN THE PASSPORT TO YOUR NATIONAL PARKS TERMS OF USE <http://easternnational.org/Passport-To-Your-NationalParks-CompanionApp-Terms-of-Use>.

Please review the entire policy to learn the types of End User information Eastern National gathers, how Eastern National uses that End User information, what End User information is disclosed and to what third parties, and how Eastern National safeguards your End User information.

Please also check back periodically as this Privacy Policy may change from time to time. We will notify you of any material changes by publishing the new Privacy Policy through the Platform. The End User information that Eastern National gathers is and will be subject to the Privacy Policy in effect at the time the information is gathered. Should you have any questions or concerns at any time, please feel free to contact us.

This Privacy Policy applies only to the Platform. This Privacy Policy does not apply to any websites managed, maintained, or hosted by third parties that you may visit, e.g., via a link provided through the Platform or on a website maintained by any third party. Eastern National does not control the privacy policies of other websites to which we may provide links. We encourage you to learn more about the online privacy and data security policies of third-party websites directly from such third parties, as their policies may differ from ours.

By submitting your information to us and by using the Platform, Eastern National will assume that you have read, understood, and consent to the Agreement, which includes this Privacy Policy, the Terms of Use, and all other applicable Eastern National rules and policies. We also assume that you consent to Eastern National's use of your information as described in the Agreement. If you do not consent, you should not access or use the Platform.

1. Information Eastern National Collects

A. Personal Information and Non-Identifying Information

When you create an account with us to use the Platform, we will ask you for personally identifiable information. This refers to information about you that can be used to contact or identify you ("Personal Information"). Personal Information includes, but is not limited to, your full name, e-mail address, postal addresses, and any other information that could be used to personally identify you.

We also collect other information that you provide when accessing or using the Platform that does not identify you (“Non-Identifying Information”). Non-Identifying Information includes, but is not limited to, your zip code (on its own) and individual preferences. Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your gender only or your viewing preferences).

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the Platform, facilitate and complete transactions for you, and respond to correspondence from you. We may also use your Personal Information to contact you with newsletters, marketing or promotional materials for products and services related to the Platform, such marketing and promotional materials from our eParks store, and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your account information.

B. Usage Data

When you access the Platform, whether you are logged in or not, the Software sends and our servers automatically record certain information called “Usage Data.” Usage Data may include information such as the manufacturer and model of the Device used to access the Platform; your Internet Service Provider (“ISP”); your device’s Internet Protocol (“IP”) address (or other device identifier), browser type, and operating system; referring/exit pages; clickstream data; portions of the Platform that you visit and the time spent there; information you search for on the Platform; Platform access times and dates; and other statistics.

Usage Data may also include geolocation data. The Platform collects geolocation data principally to provide you with information that may be more relevant to you based on your location. For example, based on your geolocation data, the Platform may provide a listing of National Parks near you. The Platform will request your express permission to collect your geolocation data.

We use Usage Data for technical administration of the Platform, including to monitor and analyze use of the Platform, to increase the functionality and user-friendliness of the Platform, and to better tailor the Platform to End Users’ needs.

Usage Data may be non-identifying or it may be associated with you. Whenever we associate Usage Data with Personal Information, we will treat it as Personal Information.

2. Collection of Information

Eastern National may use a number of different techniques and technologies to collect Personal Information, Non-Identifying Information, and Usage Data. For example, Eastern National may use log files; software, including third-party software developer kits (SDKs) and application program interfaces (APIs), and related services; and/or other technology used to monitor your use of the Platform.

A. Forms

We request certain information from you through the use of forms on the Platform. For example, we ask you to provide your e-mail address to create an account on the Platform.

B. Usage Data

Usage Data are collected automatically by the Platform's Software and servers. For example, the Software collects Usage Data and sends it to the Platform servers to facilitate the Services provided to you through the Platform. We use Software developed by or for us, such as the Software that constitutes the Mobile App, as well as software and related services licensed to us, such as third-party application analytics software, to collect, process, and analyze Usage Data. The Platform does not include third-party software that transmits Personal Information to third parties for their own commercial use, nor any software that tracks Internet activity across different websites (other than with respect to referring and exit pages). The Mobile App does not include cookies, but does include links to Third-Party Properties and Services that may include cookies not controlled by us.

In some of our e-mail messages, Eastern National may use a "click-through URL" linked to content on the Platform. When an End User clicks onto one of these URLs, the End User will pass through our server before arriving at the destination Web page. Eastern National tracks this click-through data to help us determine End User interest in certain subject matter and measure the effectiveness of these End User communications. You can avoid being tracked in this way by not clicking text or graphic links in e-mails from Eastern National.

C. Tracking

Some Web browsers may be configured to send Do Not Track signals to websites, or End Users may use similar mechanisms, to indicate an End User's preference that certain web technologies not be used to track the End User's online activity. The Platform does not accept or process such Do Not Track signals or similar mechanisms.

D. Public Communications

Please note that if you use any bulletin board, chat room, comment posting feature, or other public communication service, forum, or feature offered through the Platform, or post any information available for viewing by other End Users, any of the information that you share will be visible to other End Users. The information that you make available can be read, used, and collected by other End Users to send you unsolicited messages outside of the Platform. Eastern National is not responsible for the manner in which the Personal Information that you decide to share will be used by other End Users.

3. Use and Sharing of Information by Eastern National

The End User information that Eastern National collects may be added to our databases and used for business purposes, including to promote Eastern National products and services related to the Platform, such as eParks, for a statistical analysis of End Users' behavior, for product development, for content improvement, or to customize the content and layout of the Platform. In addition, Eastern National will, on occasion, send e-mails to you about the Platform

or related products or services, such as eParks. If you do not want to receive e-mail from us, visit the “Opt Out” or “Unsubscribe” link at the bottom of any Eastern National e-mail to remove yourself from continued receipt of such e-mail messages.

Eastern National’s policy is not to share the End User information it collects with third parties other than as specified below, or where an End User expressly consents to our sharing of certain information with a third party. We may share End User information with third parties under the following circumstances:

A. Business Partners and Vendors

We work closely with certain business partners and vendors and we may provide End User information to our business partners and vendors so that we can offer or provide the Platform and related services to you. For example, we may engage third party companies and individuals for any of the following: to facilitate the Platform; to provide the Platform or portions of the Platform on our behalf; to perform related services, including without limitation, maintenance services, database management, fulfillment, web analytics, and improvement of the features or functionality; or to assist us in analyzing how the Platform is being used.

Under certain circumstances, you may avoid having Eastern National share your information with its business partners and vendors by not granting Eastern National permission to share your information. Not granting Eastern National permission to share your information with its business partners or vendors may limit your access to their services through the Platform.

B. Promotions

From time to time, we may offer promotions through the Platform that require a separate registration. By participating in such a promotion, you agree to the official rules for the promotion, which may require that you provide certain information. Information collected in connection with a promotion will be used consistently with the promotion’s official rules and this Privacy Policy.

C. Business Transfers

As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, information about End Users is often a transferred business asset. In the event that Eastern National itself or substantially all of Eastern National’s assets are acquired, information about our End Users may be one of the transferred assets.

D. Compliance with Law and Protection of Eastern National and Others

We may release End User information when we believe, in our sole discretion, that release is appropriate: to comply with the law, including but not limited to, in response to a subpoena served on Eastern National; to enforce or apply the Agreement, including the Terms of Use and other agreements, rules, and policies; to protect the rights, property, or safety of Eastern National, our End Users, or others; or to prevent activity that we believe, in our sole discretion, may be or may become illegal, unethical, or legally actionable (including exchanging End User information with other companies and organizations for fraud protection).

E. Aggregate Site Use Information

We may release aggregate End User information (without revealing any Personal Information about you) to advertisers and other third parties in order to promote or describe use of the Platform.

4. Operation of the Platform from the United States of America.

By accessing and using the Platform, you acknowledge and agree that Eastern National controls and operates all parts of the Platform from its offices in the United States of America and that the Platform is intended for use by End Users while located in the United States of America. Unless expressly stated to the contrary, Eastern National makes no representation that the Platform is appropriate or will be available for use in other locations. Unless otherwise explicitly stated, all marketing or promotional materials found on or accessible through the Platform are solely directed to individuals, companies, or other entities while located in the United States of America. Eastern National reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on or through the Platform is void where prohibited. If you access or use the Platform from outside the United States of America, you are entirely responsible for compliance with applicable local laws and other applicable laws. You may not use any portion of the Platform in violation of applicable export laws and regulations.

If you access the Platform from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and this Privacy Policy.

5. Changing or Deleting Your Information

All End Users who have created an account on the Platform may review, update, correct or delete the Personal Information in their registration profile by contacting us. If you completely delete all such information, then your account may become deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes.

6. Security

We are very concerned with safeguarding your information. We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access. For example, we use commercially reasonable security measures such as user authentication, network monitoring and logging, encryption, and firewalls to protect End User information.

Please note that no security system is impenetrable. Accordingly, we do not guarantee the security of our databases, nor that information you supply won't be intercepted while being transmitted to us over the Internet or other network. Any information you transmit to Eastern National; you do at your own risk. We will make any legally required disclosures of any breach

of the security, confidentiality, or integrity of your unencrypted electronically stored “personal data” (as defined in applicable state statutes on security breach notification) to you via e-mail or conspicuous posting through the Platform in the most expedient time possible and without unreasonable delay, as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

7. Children’s Privacy

The Platform is not directed to or intended for use by End Users who are under the age of thirteen (13) (“children”), and we do not intend for the Platform to collect Personal Information from children. By using the Platform as an End User, you represent and warrant that you are not a child and that you agree to abide by all of the terms and conditions of the Agreement. If Eastern National believes that you are a child, Eastern National may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the Platform (or any portion, aspect, or feature of them), or (ii) delete any content or information that you have posted through the Platform. We reserve the right, in our sole discretion and without prior notice, to delete any Personal Information submitted to the Platform that we believe was collected from a child.

8. Contacting Us

If you have any questions about this Privacy Policy, please contact us at appsupport@easternational.org