

## Privacy Policy

The policy described herein (the “Privacy Policy”) describes how The Forest at Duke, Inc. (“The Forest at Duke”) treats information that The Forest at Duke collects and receives through its websites, products, and services (collectively, the “Site”). IF THE PRIVACY POLICY IS NOT ACCEPTED BY YOU IN FULL, OR IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY THE PRIVACY POLICY, YOU MUST IMMEDIATELY CEASE ALL ACCESS AND USE OF THE SITE.

This privacy policy is effective as of November 15, 2010.

### 1. Definitions.

- a. “User” – Anyone who accesses, browses or in anyway uses the Site for his or her personal use.
- b. “Request for Information” – Submission by User of the Site for information relating to living at The Forest at Duke
- c. “Employment Application” – Online application made available at the Site for Users interested in employment with The Forest at Duke.
- d. “Personal Information” – Any and all information about a User that makes the User personally identifiable, including but not limited to name, address, e-mail address, and phone number.
- e. “Third-Party” – Collectively refers to all parties other than The Forest at Duke and its Users.
- f. “Third-Party Content” – Content made available on the Site by parties other than The Forest at Duke or its Users, including but not limited to data submitted by advertisers.
- g. “The Forest at Duke” – As used in the Terms of Service, The Forest at Duke shall refer to The Forest at Duke, Inc., a non-profit corporation organized under the laws of North Carolina, as well as to The forest at Duke, Inc.’s current or future parents, subsidiaries, affiliates, suppliers, licensors, partners, and the officers, directors, employees, agents, and representatives of each.

### 2. General.

- a. By accessing and using the Site, you acknowledge that you have read and understand the Privacy Policy and that you accept and agree to be bound by the terms and conditions of the Privacy Policy.
- b. The Privacy Policy may be updated by The Forest at Duke from time to time without notice. You should revisit the Privacy Policy on a regular basis as revised versions are binding on you. The Forest at Duke may provide you with notices, including those regarding changes to the Privacy Policy, by postings on the Site.
- c. You understand and agree that your continued access to or use of the Site after any modification to the Privacy Policy indicates your acceptance of the modification.
- d. This Privacy Policy does not apply to the practices of Third-Parties, including the owners of advertisements on the Site. If you select a link to be taken to the website of a Third-Party, The Forest at Duke encourages you to review the separate privacy policies and terms of service for each site that you visit.
- e. The Forest at Duke is not responsible for the practices of any Third-Party websites or the nature of Third-Party Content, including advertisements that may be placed on the Site. The owners of Third-Party Content may employ cookies and web beacons to measure advertising effectiveness (such as which web pages are visited or what products are purchased and in what amount). Any information that these Third-Parties collect via

cookies and web beacons is not linked to any Personal Information collected by The Forest at Duke.

3. Policy regarding use of the Site by children.
  - a. Children between the ages of 13 and 17 must have the consent of a parent or legal guardian in order to access the Site, including submitting Requests for Information or Employment Applications.
  - b. The Site is not directed to children under the age of 13, and The Forest at Duke does not knowingly collect Personal Information from children under the age of 13. Children under the age of 13 may not submit Requests for Information or Employment Applications.
  - c. If you become aware that your child has provided The Forest at Duke with Personal Information (1) without your consent or (2) contrary to the provisions of this Privacy Policy, please contact The Forest at Duke to work towards removing this information from The Forest at Duke's records.
4. Translations.
  - a. The Forest at Duke may translate the Privacy Policy into languages other than English for your convenience. However, the English version governs your relationship with The Forest at Duke and any inconsistencies in the translations will be resolved in favor of the English version.
5. Personal Information that The Forest at Duke may collect when a User submits a Request for Information.
  - a. First and last name
  - b. Physical address, including city, state and zip code
  - c. E-mail address
  - d. Phone number, including area code
6. Information that The Forest at Duke may collect when a User submits an Employment Application.
  - a. If you submit an Employment Application through the Site, you will be required to submit relevant Personal Information, including but not necessarily limited to your first and last name, your physical address, your e-mail address, your phone number, your education and employment history and personal references.
  - b. Employment Applications are submitted subject to the [Terms of Service](#) as well as to additional terms and conditions, some of which may be found at <http://www.forestduke.org/hr-online-application.php>.
7. How The Forest at Duke uses the information that it collects.
  - a. The Forest at Duke may use Personal Information obtained in a Request for Information in order to contact and provide information to the User that submitted the request.
  - b. The Forest at Duke may use Personal Information obtained in an Employment Application in order to conduct routine employment evaluations and/or to contact the User that submitted the Employment Application.

- c. The Forest at Duke may use any information that it collects for routine administrative purposes, including but not limited to investigating abuses on the Site, responding to inquiries, and enforcing and applying the [Terms of Service](#).
- d. The Forest at Duke may disclose Personal Information in response to requests from law enforcement officials in connection with their official duties (for example, criminal investigations, subpoenas, court orders, etc.) or if The Forest at Duke is otherwise required to disclose such information by law. The Forest at Duke also will release personal information where disclosure is necessary to protect its legal rights, to enforce the [Terms of Service](#) or other agreements, or to protect The Forest at Duke or others from fraud.
- e. Administrators of the Site and/or companies hired by The Forest at Duke to perform technical/customer support may have access to information stored by The Forest at Duke, including but not limited to Personal Information. Any such administrators and/or support personnel will be bound by a confidentiality agreement prior to having access to this information.
- f. The Forest at Duke automatically stores information related to your use of the Site, such as the IP address of the computer used, the time of access, and the pages visited. The Forest at Duke uses this type of information to administer the Site.
- g. The Forest at Duke reserves the right to send certain communications relating to the Site to the e-mail address or physical address provided with your Request for Information and/or Employment Application, including but not limited to informational brochures, promotions and announcements.

8. Information storage and security.

- a. The Forest at Duke has physical, electronic, and procedural safeguards that comply with federal regulations and industry standards to protect Users' Personal Information.
- b. No method of transmission over the Internet, or method of electronic storage, is 100% secure. As a result, while The Forest at Duke strives to use all reasonable methods to protect your Personal Information, it cannot provide a guarantee with regard to its absolute security.
- c. The Forest at Duke stores all data in the United States.
- d. Information related to User activity may be stored in server logs. Information that may be stored in server logs includes, but is not limited to, the IP address of the User's computer and the time and date that a User accessed the Site. No Personal Information will be kept in server logs.

9. Miscellaneous.

- a. If any provision, or portion thereof, of the Privacy Policy is unenforceable, prohibited, or invalid under, or contrary to, any applicable statute or rule of law, it will be modified to the least extent necessary to make it enforceable, such unenforceability shall not affect any other provision of the Privacy Policy, and the remaining Privacy Policy will remain in full force and effect. Further, such invalidity, prohibition, or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Please [contact us](#) with any questions regarding the Privacy Policy.