

## CLEANGREDIENTS PRIVACY POLICY

Last Modified: May 30, 2018

If you have any questions or concerns, please contact us at: [Info@cleangredients.org](mailto:Info@cleangredients.org) or 434.817.1424

GreenBlue Institute, a Delaware non-profit corporation (referred to in this Privacy Policy as “GreenBlue”, “we”, “us”, or “our”), respects your privacy and we are committed to protecting it through compliance with this Privacy Policy. Except as otherwise defined herein, all terms used in this Privacy Policy have the meanings set forth in the CleanGredients Subscriber License Agreement, located at <https://cleangredients.org/assets/CleanGredients-Subscriber-License-Agreement.pdf> (the “License Agreement”).

**Introduction.** “CleanGredients” is a program of GreenBlue that provides information relating to chemical ingredients whose formulations comply with the requirements of the United States Environmental Protection Agency (EPA) Safer Choice Standard, which is provided through the website located at [www.cleangredients.org](http://www.cleangredients.org) (the “CleanGredients Website”). This Privacy Policy describes the types of information we may collect through your use of CleanGredients and our practices for collecting, using, maintaining, protecting, and sharing that information. This Privacy Policy applies to all information that we collect through CleanGredients and the CleanGredients Website. This Privacy Policy does not apply to information that you provide to third parties or that we may collect from you or about you in other ways or through other GreenBlue programs or websites.

**Updates to Privacy Policy.** As technology changes and as we continue to develop CleanGredients, we may modify this Privacy Policy from time to time. Changes to this Privacy Policy will be made and will become effective as described in the License Agreement.

**3. Children Under Age 13.** We are committed to protecting the privacy of children under the age of thirteen (13) years (each a “Child” and collectively, “Children”). CleanGredients is not designed for or marketed to Children, and we do not knowingly collect Personal Information (as defined below) from Children. If we learn we have collected or received Personal Information from a Child, we will delete that information. If you believe we might have any information from or about a Child, please contact us at: [info@cleangredients.org](mailto:info@cleangredients.org).

**4. Definitions.** As used in this Privacy Policy:

**4.1** “Personal Information” means personally-identifiable information (information relating to an individual that can be used to identify, locate, or contact that individual, alone or when combined with other personal or identifying information), such as: name, physical address, e-mail address, phone number, or personal characteristics, or any other information about an individual that we collect through CleanGredients and maintain in personally identifiable form in combination with other personally-identifiable information. “Personal Information” includes

“*Subscriber Information*” as defined in the License Agreement, and Subscriber’s login or authentication credentials and passwords that are used to access the CleanGredients Website.

**4.2** “*Non-Personal Information*” means information or content other than Personal Information, including, for example, aggregated or anonymized information about our users and other information that does not identify any individual.

## **5. Types of Information Collected.**

**5.1 Visitor Information.** We may automatically collect information about you when you visit the CleanGredients Website or use CleanGredients, such as the pages and other materials you access, the amount of data transferred, the links you click, the amount of time you spend interacting with each page, and other information about your interactions with CleanGredients, as well as certain standard information that your browser sends to every website that you visit, including your Internet Protocol (IP) address, operating environment (such as browser type and version, browser plugins installed, operating system version, regional and language settings, screen size and/or resolution, windows size, and page size), access dates and times, and referring websites. CleanGredients may use cookies, flash cookies, web beacons, and other technologies for a variety of purposes, such as saving and retrieving information about you, your visit, and assisting in displaying relevant promotions and advertising to you. We may use such technologies to share Non-Personal Information with third parties or to retrieve Non-Personal Information from third parties. At this time, the CleanGredients Website does not respond to “Do Not Track” signals sent to us by your browser.

**5.2 Google Analytics.** We may, from time to time, use a tool called “Google Analytics” (including Google Analytics Demographics and Interest Reporting features) to collect information about your use of CleanGredients, which helps us provide content that is relevant to you and optimized for the devices that you use (such as smartphones and tablets). We respect and value your privacy, and we never combine the information collected through the use of Google Analytics with Personal Information. We use the information we receive from Google Analytics only to improve CleanGredients and our content and marketing. Google’s use and sharing of information collected by Google Analytics about your visits to the CleanGredients Website is restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using [Google’s Ad Settings](#) tool. As an added privacy measure, you can use the [Google Analytics Opt-out Browser Add-on](#).

**5.3 Information You Provide.** In order to use certain portions of CleanGredients, you must create an account (a “*CleanGredients Account*”). When you create and use your CleanGredients Account, you will provide us with a wide variety of information, which is described and defined in the License Agreement as “Subscriber Information.” We will store and use such information only in accordance with this Privacy Policy and as expressly described in the License Agreement. We also use information shared with us through email sign up forms to

provide news and updates through our GreenBlue newsletter. To unsubscribe from those emails, you can click the 'unsubscribe' button at the bottom of each email, or you can contact the CleanGredients team at the email listed above.

**6. Use of Non-Personal Information.** We may use Non-Personal Information (including, for example, aggregated information about our users or information that does not identify any individual) for any purposes whatsoever (including without limitation, advertising, marketing, enhancing, designing, or developing products and/or services, and research), and we may share Non-Personal Information with others, including our partners, affiliates, and our service providers.

## **7. Use of Personal Information.**

**7.1** We will only store and use your Personal Information as is reasonably necessary or appropriate in connection with your use of CleanGredients, including: (a) to contact you in connection with your use of CleanGredients, including to respond to your inquiries; (b) for authentication and identification purposes; (c) to enable us to provide CleanGredients; (d) to process your Subscription (as defined in the License Agreement) and to provide you with notices about your CleanGredients Account and your Subscription; (e) as described in the License Agreement; (f) to fulfill any other purpose for which you provide such information to us; (g) in any other way we may describe when you provide the information; (h) to carry out our obligations and enforce our rights; (i) to provide you with relevant advertising and promotions; (j) to ensure your compliance with the License Agreement and/or to investigate any potential breach of the License Agreement; and (k) to protect our networks, data, software, or business interests. You understand and agree that we may transfer, process, maintain, and store your Personal Information and other information in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use CleanGredients.

**7.2** We are committed to protecting your privacy and we will not sell, lease, or disclose your Personal Information to any third party except as described in the License Agreement and in this Privacy Policy. We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. We do not share Personal Information with our advertisers unless you opt-in to such sharing as described in Section 8 below. However, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria. In addition, as described in the License Agreement, we may also disclose your Personal Information to third parties which we partner or work with in connection with the CleanGredients program (including without limitation, GreenBlue's affiliated third-party reviewers and EPA staff who work in the EPA's Safer Choice office or are involved with the Safer Choice Standard) in situations where we believe that you may benefit from, or be interested in, collaborating or working with such third party. By way of example, if a staff member working in the EPA's Safer Choice office asks us if any subscribers in the CleanGredients program would be interested in presenting at a conference, and we believe that you may be appropriate to present at, or interested in presenting at, such conference, we may

disclose your Personal Information to such EPA staff member so that such staff member can contact you regarding such conference. However, we will not disclose any of your Personal Information to any third party if we know that such third party will use such information to market its products or services to you or will sell or disclose such information to a third party for such third party to use to market products or services to you.

**7.3** In addition to using and disclosing your Personal Information in the manner described above and elsewhere in this Privacy Policy, we may disclose your Personal Information:

**7.3.1** to any person, entity or organization which you consent for us to disclose your Personal Information to;

**7.3.2** to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personal Information held by us about our users is among the assets transferred;

**7.3.3** to any of the GreenBlue Parties (as defined in the License Agreement), our business partners and agents who provide hosting services, and website and technical support providers, as is necessary or required in connection with the operation, maintenance, and support of CleanGredients;

**7.3.4** to any person, entity or organization in order to facilitate the provision of CleanGredients, such as providing your name and payment information to our third party payment processor if you purchase any paid services that we may offer from time to time;

**7.3.5** to comply with any legal requirements, subpoena, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;

**7.3.6** as we believe is necessary or appropriate in an emergency situation, including without limitation, to prevent criminal activity, personal injury or property damage;

**7.3.7** to law enforcement, financial institutions, or other appropriate authorities in connection with any investigation of suspected criminal or fraudulent activity by any person or entity; and

**7.3.8** if we believe it is necessary or appropriate to protect the rights, property, or safety of the GreenBlue Parties, our users, or third parties (including, without limitation, to facilitate the enforcement of our rights under the License Agreement).

**8. Opt-In Sharing Features.** We will not knowingly disclose your Personal Information to a third party if we know or have reason to believe that the third party will use your Personal Information for direct marketing purposes, unless you choose to opt-in to such sharing.

**9. Security.** We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. You are responsible for safeguarding the username and password associated with your CleanGredients Account and notifying us immediately if you suspect your username and password or your CleanGredients Account have been compromised. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to or through CleanGredients. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in CleanGredients.

**10. Third Party Sites.** CleanGredients may contain links to other websites that are operated by third parties. Once you have clicked on a link connecting you to such third party website, you will leave CleanGredients and be taken to a website that we do not control. This Privacy Policy does not apply to any Personal Information (or other information) collected on a third party site. We suggest you read the privacy policy of the third party site before providing any Personal Information on such third party site. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any websites or services provided by a third party.

**11. Access to and Change of Personal Information.** You may contact us at any time to: (a) request the removal of the Personal Information you provided to us from our databases; and (b) update your Personal Information. However, certain information associated with financial transactions related to CleanGredients may be retained permanently for legal, tax, and business reasons. In addition, because certain Personal Information may be necessary to provide CleanGredients to you, you understand that the removal of that Personal Information may require us to delete your CleanGredients Account. When your Personal Information is updated or deleted, copies of such information may remain in our backups for a period of time.

**12. Contacting Us.** You may contact us with questions relating to this Privacy Policy by e-mail at: [info@cleangredients.org](mailto:info@cleangredients.org).