

# Privacy Policy

Donawald Realty sites, [www.Donawaldrealty.com](http://www.Donawaldrealty.com), and other sites owned or operated by DR on which this policy is linked or appears (“Site” or “Sites”) are owned, operated, and maintained by Donawald Realty, Inc., and collectively referred to as “DR” in this Policy. Please read this Privacy Policy (“Policy”) carefully as it discloses the privacy practices of this Site. By accessing this Site, you indicate your acceptance of this Policy. Users of this site must be at least 18 years old; access or use by anyone younger is not authorized.

DR may modify this Policy from time to time by displaying the updated Policy on the Site. Please check this page regularly to ensure that you are familiar with the current version of Policy. Your continued use of the Site after the updated Policy is displayed indicates your agreement to the modified Policy.

DR is committed to your privacy and security, and wants to provide you with the best possible online experience. To that end, we want you to understand what kinds of information we gather from you, how this information is used, safeguarded, and how you can control its use.

## 1. Information Collection

(a) DR is the sole owner of the information collected on the Site. DR only has access to and collects information that you voluntarily give us.

(b) The kind of information that DR collects from you will vary, depending on how you use the Site. Sometimes DR will collect personally identifiable information (“Personal Information”).

(c) In addition to the Personal Information you choose to submit, our systems are set up to gather certain data to help us to better understand how the Site is being used and how we can improve it. This data may not be linked to you personally. This automatically gathered data includes your computer’s “Internet Protocol” (“IP”) address, statistics about how visitors navigate through our Site and information provided through the use of cookies and web beacons (which is described in more detail below).

(d) Finally, as you visit our Site, be aware that third parties may at times be able to gather information from you. For example, third party marketing companies and ad servers may use their own cookies, and companies offering products or services through DR Sites may use their own cookies and may collect and use the information you submit. In these cases, the third parties may use your information according to their own privacy policies, which may differ from this Policy.

## 2. Information Use and Sharing

(a) DR uses the information to understand your needs and provide you with better services, and may use the information for purposes such as: improve and customize the content and layout of our Sites and other communications tools; send you e-mail news updates; notify you of relevant products and services; track usage of our Sites; provide more relevant advertising on other

websites; notify you of upcoming DR events and programs; keep internal records; and other such purposes.

(b) The use of your information depends on the context in which it is collected. See below for more detail on the type of information that is collected and how it is used.

(c) Additionally, we will disclose Personal Information when we believe in good faith that such disclosures (i) are required by law, including, for example, to comply with a court order or subpoena, or (ii) will help to: enforce our policies; protect your safety or security, including the safety and security of property that belongs to you; and/or, protect the safety and security of our Site(s) or third parties.

(d) DR will never sell your information.

### **3. Cookies, Web Beacons, and similar technology**

(a) DR uses “cookies” on this Site. Cookies are small files that are sent to and stored on your computer so that we and third parties that provide services for our Sites can recognize your computer as a unique machine the next time you visit our Sites. This technology is used to keep track of your information for your own convenience; help us optimize your online experience by altering our content depending on your particular needs or browsing patterns; provide you with advertisements (on and off our Site), products and services potentially of interest to you; help us understand the size of our audience and their traffic patterns within our network; and help us pursue similar goals.

(b) Some of our advertisers and third-party ad servers may also utilize their own cookies, web beacons, and similar technologies, which are subject to their own privacy policies. Also, companies offering products or services through DR websites may use their own cookies, which are subject to their own privacy policies.

### **4. User Information**

(a) The information you provide when you become a registered user to certain pages of the Sites is used primarily to help us customize your online experience. Your user name and/or e-mail address serves as a unique identifier in our record system, and it is used together with your password to prevent unauthorized access to any information you choose to store on our Sites.

(b) The data you give us about your personal preferences and demographics (such as zip code, occupation, or other data) may be used to help us offer content, advertisements, products and services that are most likely to appeal to you. In addition, we may share this information, in aggregate form, with our current and potential advertisers so they can know how to present their ads more effectively.

(c) By registering with and on the DR Site, you are confirming that you are at least 18 years old or older.

(d) Unless you specify that you would prefer not to hear from us, we may also use the e-mail address you provide at registration to contact you for promotional, administrative, or other reasons. You may have these communications terminated at any time. If you indicate that you're interested in hearing from other companies or DR's affiliates, we may also share your contact information for that purpose.

## **5. Education/Finance**

DR does not provide educational services. We do not collect any credit card information or process any service by means of credit cards.

## **Solicited Information**

You may occasionally see surveys, contests, sweepstakes, or other features of our Site that ask you to provide us with Personal Information ("Solicited Information"). Your participation in Solicited Information requests is completely voluntary and optional.

## **7. User Initiated Communication**

Our website enables you to e-mail us or third parties and to participate in DR Members Services content, bulletin boards, and discussion groups. Whenever you choose to initiate these kinds of communication with us, or anyone else, you may expect to be contacted in return.

## **8. Automatically Gathered Data**

The information gathered automatically by our system—such as your computer's IP address, the kind of browser you're using, a record of your navigation through our Site, and information obtained through cookies and web beacons—may be used by DR so we can understand how to make our Sites convenient and useful to our audience, in addition to the other ways outlined in this Policy. DR may also share this information with our current and potential advertisers so they can know how to present their advertisements more effectively.

## **9. Limiting Information Gathering**

(a) You also have the ability to customize your e-mail correspondence from us at any time. You will either be given the chance to opt-out of email communications via the DR Member Services user profile or DR will provide a means to stop receiving email, such as contacting the appropriate webmaster with your request to unsubscribe and we will promptly remove your address from that e-mail service.

(b) If you feel concerned about the cookies that are sent between our computers and yours, you may, through your Web browser, either choose to reject them automatically, or have your computer prompt you before accepting them. Generally, this is done by selecting the appropriate cookies setting on your Web browser (usually found in "Internet Options" or "Preferences"). Please note, however, that some of our features and services depend on the use of cookies.

Therefore, you will be unable to take advantage of those features if you choose not to accept cookies.

## **10. Security**

(a) DR takes precautions to protect your information. Whenever Personal Information about you is stored on our computers, that information is password-protected from unauthorized access or use. In addition, this information is kept only on servers that are located behind a firewall.

(b) DR has additional security measures for financial information. We will only transmit or ask for this information over secure Internet connections, using SSL (Secure Sockets Layer) encryption, the currently accepted standard for online security, and security keys. In addition, we require password authentication from any third parties you've authorized to receive this information. Finally, your credit card number and financial information are never stored on our servers. While this means you may have to enter this information more than once, we believe the added security is worth the extra effort.

(c) Of course, we appreciate your help in safeguarding the integrity of your own and others' privacy. We hope you'll use common sense whenever you disclose Personal Information over the Internet. Please let us know immediately if you suspect that the information you share with us is being used in any way contrary to this Privacy Policy.

(d) You acknowledge that no data transmission is 100% secure, as such, despite DR's best efforts, DR cannot guarantee or warrant the security of any information you provide to DR.

## **11. Outside Links**

This Policy only applies to Sites owned and operated by DR. Our pages contain links to websites outside our control. Please be aware that these websites may collect information about you, and operate according to their own privacy practices that may differ from this Policy. DR is not responsible for content of privacy practices of other such websites

## **12. Indemnification**

You agree to defend, indemnify and hold harmless DR (and its members, directors, officers, employees, service providers, representatives, and agents) against all liabilities, losses, damages, and costs (including reasonable attorneys' fees) that they may incur based on claims arising out of (1) your use of our Site or products obtained through it, or (2) a violation of this Policy. DR reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which it is entitled to indemnification. You agree to provide DR with whatever cooperation DR reasonably requests.

## **13. Severability**

If a court of competent jurisdiction determines that any provision of this Policy are unenforceable for any reason, then that provision will be deleted and the remaining provisions

will be enforceable to the fullest extent permitted by law. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

#### **14. Contact Information**

If you have concerns about this Privacy Policy or our privacy practices, contact us at:

Donawald Realty, Inc.  
480 Westminster Rd.  
Brooklyn New York 11218  
Phone: (917) 414-0672  
E-mail: Lynn@donawaldrealty.com

This privacy policy is subject to amendment or modification at any time with or without notice to you.

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