

Online Privacy Policy

Last update: December 2020

- [Applicability](#)
- [Modifications](#)
- [Collection and Use of Your Information \(including via Cookies\)](#)
- [Sharing of Your Information](#)
- [Third Party Sites](#)
- [Security of Personal Information](#)
- [Children's Information \(Children's Online Privacy Protection Act\)](#)

The BNY Mellon Charitable Gift Fund (the "Gift Fund") is a nonprofit organization incorporated in the State of Delaware and recognized by the Internal Revenue Service (the "IRS") as a tax-exempt public charity under Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986 (the "Code") and a "sponsoring organization" that administers donor-advised funds described in Section 4966 of the Code. The Gift Fund appreciates your concerns about the privacy of personal information that you provide to us through this website ("Site"). Accordingly, we have posted this Online Privacy Statement to explain how we handle such information.

Applicability

If you do not agree to the terms of this Online Privacy Statement, please do not provide us with any information and do not use the Site. By using the Site and voluntarily providing your personally identifiable information to us, you consent to the collection and use of such personally identifiable information as set forth in this Online Privacy Statement. This Online Privacy Statement applies to this Site. Our online programs may have different Online Privacy Statements. To view the Online Privacy Statement for specific programs please click on the Privacy link on that site.

Modifications

This Privacy Statement is effective as of the date listed above. We may modify this Online Privacy Statement at any time so please check from time to time for such modifications. Any changes to this Online Privacy Statement will be effective as of the date they are posted. If you have specific questions regarding this Online Privacy Statement or any information you have sent via the Site, please do not hesitate to [contact us](#).

Collection and Use of Your Information (including via Cookies)

We use cookies, web beacons and similar technologies (called "Cookies" in this Online Privacy Statement) to track information provided to us by your browser and by our software application when you use the Site. A cookie is a small piece of information that a website stores on the web browser on your device and can later retrieve. "Session" Cookies are temporary and will expire at the end of a browser session; that is, when you leave a website. Session Cookies allow a website to recognize you and carry information as you navigate between pages during a single browser session and allow you to use the website most efficiently. "Persistent" Cookies, in contrast, remain in the Cookie file of your browser even after you leave a website and after the browser is closed. They enable a website to recognize you upon your return, remember your preferences and provide tailored services to you. A cookie will not contain information that will enable us to contact you via telephone, e-mail, or other means.

We, and third-party service providers acting on our behalf, use session and persistent Cookies to:

- Remember preferences that you submit as well as those generated from your usage data and your responses to polls and surveys on our Site;
- Measure your use of our Site in an effort to improve its quality and enhance your overall experience, including tracking page views, time and date of Site access, and other usage data, and identifying your operating system and browser type (but not other information about your computer or the programs on it) and your general geographic location;
- Measure the effectiveness of our programs and campaigns; and
- Allow you to share certain information on our Site via social media bookmarking buttons, email or on social networking sites.

The third-party service providers mentioned above use any personal information they collect on our behalf solely for the purpose of providing the contracted service to us. They have also agreed to confidentiality restrictions.

Most browsers are initially set to accept Cookies. However, you have the ability to change your browser settings. It may also be possible to configure your browser settings to enable acceptance of specific Cookies or to notify you each time a new Cookie is about to be stored on your device enabling you to decide whether to accept or reject the Cookie. You can also disable Cookies by configuring your browser setting to reject Cookies. Please refer to the help section of your browser for instructions on disabling Cookies. For more information about Cookies, how they work, why they are so useful and how to disable them, you can visit www.allaboutcookies.org.

If you do not wish to accept Cookies from this Site, please either disable them or refrain from using this Site. If Cookies are disabled, it may mean that you experience reduced functionality or will be prevented from using all or part of this Site.

We may use aggregated usage data to track trends and analyze patterns on the Site. You may also voluntarily submit information, including by responding to our online polls and surveys, requesting information from us, or asking to be contacted by one of our representatives. If you work for one of our institutional donors, we may obtain your business contact information from your organization. If you register to enter an area of this Site, the Site will recognize who you are and collect all information that you submit (including subscription to emails, etc.). Any information collected about you from this Site may be associated with other identifying information that we have about you.

In addition to the above uses, we may use your information for the purpose of administering your donor advised fund account and providing information we believe may be of interest to you. The information collected also is used to provide a record of communications between the Gift Fund and its Site visitors and to comply with any applicable legal and/or regulatory requirements.

Sharing of Your Information

We do not sell or rent your personally identifiable information to third parties. We share your information only with our (i) service providers that have agreed to confidentiality restrictions and use any personal information they collect on our behalf solely for the purpose of providing the contracted service to us; (ii) as otherwise described herein in order to provide you with our programs and services; and (iii) to comply with all applicable laws, regulations and rules, and requests of law enforcement, regulatory and other governmental agencies. Also, we may share in aggregate, statistical form, non-personal information regarding the visitors to the Site, traffic patterns, and Site usage with our partners.

Your information will be transferred and stored in jurisdictions, including the United States and other jurisdictions that may be subject to differing standards of data protection requirements. the Gift Fund will take appropriate steps to ensure that transfers of personally identifiable information are in accordance with applicable law.

Third Party Sites

This Site may contain links to third party sites (including social media bookmarking buttons that enable you to share certain content on our Site). Please review the cookie and privacy statements of these third-party sites to understand how they may use Cookies and your information. Our Online Privacy Statement does not apply to your use of a third-party site.

Security of Personal Information

We utilize reasonable security technologies to protect sensitive information. However, the security of this information depends in part on the security of the computer you use to communicate with us, the security you use to protect User IDs and passwords, and the security provided by your internet access services provider. We are not responsible for the security of your internet access services provider; you should review the security and privacy policies of your internet access services provider carefully. Information that you access via this Site may be stored on your computer during your session for your convenience. If others have access to your computer or your User ID and password, they may be able to access this information. We are not responsible for the security or privacy of information communicated to or from such a computer. Finally, you should keep any correspondence you receive relating to this Site or the Services (including, but not limited to registration information, emails, or any other information) confidential and in a safe place.

Children's Information (Children's Online Privacy Protection Act)

We respect the privacy of your children and do not knowingly collect or retain personally identifiable information from children under the age of 13 through this Site.

This Online Privacy Statement was last updated on the date listed at the top.

Terms of Use

Use and Acceptance

This website (the "Site"), and any tools and/or services (including but not limited information, data, reports, research papers and articles) offered and/or provided by the \ Gift Fund and/or its partners (referred to collectively as "we" or "us") through this Site (collectively, the "Services"), are offered to you conditioned upon your acceptance without modification of these Terms of Use. **By using this Site or any Services, you agree to these Terms of Use.** Please read these Terms of Use carefully. If you do not agree to these Terms of Use, you may not use this Site or any Services offered or provided through this Site.

Modification

We may change these Terms of Use from time to time without notice to you. You should review these Terms of Use each time you use this Site or a Service to make sure you agree to them. By using this Site or Services or engaging in any of the activities described in these Terms of Use after changes have been made to these Terms of Use, you are agreeing to accept and comply with those changes.

Authorized Use; Copyrights and Trademarks

This Site and the Services may contain copyrighted works and trademarks and other proprietary material owned by us or our content providers. You may use the information available from this Site for informational purposes only. You may print copies of pages from this Site for your personal purposes, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear, on the pages copied. The availability of third-party data from or through this Site is not to be used as a substitute for a license or services agreement directly with the relevant content provider. Except as stated above, you may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material or images from this Site without our express written permission or that of our content providers, as applicable ("Permission"). You may not modify, alter, revise, paraphrase, omit, or change any material or images on or from this Site without Permission. You may not create derivative works, whether based in whole or in part upon the information on this Site or any portion thereof without Permission. You may not modify, amend, reduce the size of or in any way obscure any warning, notice, liability limitation or other license provision in material or images on or from this Site. Nothing contained on this Site and/or the Services should be construed as granting, by implication, estoppel or otherwise, any license or right in and to our trademarks or copyrighted material. The information contained in this Site is subject to change without notice.

We reserve the right to prohibit access to anyone whom we determine are violating these Terms of Use, restricting or inhibiting any other user from using or enjoying the Site, or whose conduct we reasonably determine may constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

Limited Availability, Eligibility

Not all features mentioned on this Site may be available in all geographic areas. Your eligibility for particular feature is subject to final determination by us and/or the applicable content provider.

Limitation of Liability

BY ACCESSING THIS SITE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST US AND ALL THIRD PARTY CONTENT PROVIDERS REGARDING THIS SITE, THE INFORMATION PROVIDED ON THIS SITE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SITE, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE,

DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (1) THE USE OF OR INABILITY TO USE THIS SITE OR ANY SERVICES; (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION; (3) THE COST OF SUBSTITUTE SERVICES; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THIS SITE. WE SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THIS SITE.

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THESE TERMS OF USE, THE SITE, ANY SERVICES, OR THE PRIVACY POLICY IS YOUR CESSATION OF THE USE OF THIS SITE AND ANY AND ALL SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

WE CANNOT AND WILL NOT ASSUME ANY LIABILITY FOR UNAUTHORIZED OR FRAUDULENT USE OF THIS SITE AND ANY SERVICES.

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR THIRD PARTY CONTENT PROVIDERS HARMLESS FROM ANY LOSS, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY COST, DAMAGES, CLAIM OR EXPENSE RELATED TO ANY CONTENT YOU SUBMIT, POST TO OR TRANSMIT THROUGH THIS SITE, YOUR USE OF THE SITE OR THE SERVICES, YOUR CONNECTION TO THE SITE, YOUR VIOLATION OF THESE TERMS OF USE, OR ANY HARM YOU CAUSE ANOTHER USER.

Disclaimers

SOME OF THE CONTENT ON THIS SITE OR THE SERVICES MAY BE PROVIDED BY THIRD PARTY CONTENT PROVIDERS AND USERS. WE ARE A DISTRIBUTOR AND NOT A PUBLISHER OF SUCH CONTENT AND HAVE NO CONTROL OVER IT. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS OR OTHER INFORMATION GIVEN OR PROVIDED BY THIRD PARTIES (INCLUDING MERCHANTS AND LICENSORS) ARE THOSE OF THE RESPECTIVE AUTHORS OF SUCH CONTENT AND NOT OURS.

ALTHOUGH WE USE REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION THROUGH THIS SITE, WE AND THE CONTENT PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, RELIABILITY, OR COMPREHENSIVENESS OF CONTENT ON THIS SITE AND ANY SERVICE. THE INFORMATION CONTAINED ON THIS SITE AND ANY SERVICE IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION CONTAINED ON THIS SITE AND ANY SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE AND THE CONTENT PROVIDERS CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THIS SITE AND ANY SERVICE WILL BE FREE FROM INFECTIONS OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE WITH CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU HEREBY AGREE TO RELEASE AND HOLD US HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES OR DAMAGES RELATING TO ANY DISCLAIMED WARRANTY DESCRIBED IN THIS PARAGRAPH.

THE INFORMATION PROVIDED IN ANY SERVICE OR IN THIS SITE IS NOT INVESTMENT OR LEGAL ADVICE. INFORMATION RECEIVED VIA THIS SITE OR THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

Severability

If a court determines that any Term of Use is illegal or unenforceable, then such term will be eliminated and the remaining Terms of Use will remain in force and effect.

Entire Agreement; Jurisdiction and Choice of Law and Forum

These Terms of Use constitute your entire agreement with us regarding this Site and any Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and us with respect to the Site or the Services. This Site and/or the Services may not comply with legal requirements of foreign countries, therefore the Site, its contents and the Services are intended only for access and use by United States residents and are presented solely as a service to visitors and/or subscribers located in the United States of America and its territories. These Terms of Use are governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You expressly and irrevocably agree that exclusive jurisdiction and venue for any claim or dispute with us, our employees, contractors, officers, directors and content providers or relating in any way to your use of this Site or the Services resides in the state or federal courts in New York City, New York and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action brought under these Terms of Use. We and you hereby waive the right of trial by jury in any action arising out of or related to the Site, Services, or these Terms of Use.

Submissions

You agree to provide true, accurate, current and complete information about yourself when you elect to provide personal information to us. You also agree to maintain and promptly update any such information to keep it accurate. Other than information addressed under our Online Privacy Policy, any and all comments, suggestions, ideas, graphics, or other information that you transmit or post to the Site becomes and will remain our property and may be used by us anywhere, anytime and for any reason whatsoever. Except as may be provided in the Online Privacy Policy, any information or materials submitted to us will be treated as non-confidential and non-proprietary, and we will not have any obligation to use or evaluate any information we receive from you. We will not have to pay you or anyone else for using any ideas or other materials that you may transmit to or post on the Site.

Links To Other Websites

This Site provides links to other websites that we think might be of interest to our users ("Linked Sites"). Please note that when you click on one of these links, you may be moving to another provider's website. These Linked Sites and their providers are not controlled by us, and we are not responsible for the contents or the proper operation of any Linked Site. The inclusion of any link does not imply our endorsement. We encourage you to read the terms of use and privacy statements of these Linked Sites as their policies may differ from ours.

Protecting Your Information

We utilize reasonable security technologies to protect sensitive information.

BNY Mellon is licensed under the following U.S., Patents: 5,940,510; 5,949,880; 6,105,013; and 6,237,095.