

Terms of Service

The Friends of Talem (“Organization”) Terms of Service is a public document, to be easily accessed online by the Charitable Fundraising Platform (CFP) users, donors and foreign NGO recipients. The Terms of Service are intended to explain the Organization policies and processes regarding Fees, Data Privacy, Data Security, Disbursement of Funds, Refunds and Complaint Handling.

Charitable Fundraising Platform (CFP) Services

Friends of Talem operates an online Charitable Fundraising Platform (“CFP”) through which it solicits and accepts donations for foreign non-governmental organizations (NGO’s) that are aligned with its charitable mission. US donors who wish to support the foreign NGO's charitable activities may do so by making US tax-deductible donations to Friends of Talem. Friends of Talem, will then disburse the funds to the foreign NGO, subject to the terms of a Fiscal Sponsorship Agreement. Friends of Talem retains exclusive legal discretion and control over all donated funds, as required by US law. Friends of Talem provides tax receipts to the donors and completes reporting requirements for the US state and federal authorities. Friends of Talem will conduct Expenditure Responsibility to ensure compliance with IRS rules for international grants.

Donor Data Privacy Policy

Friends of Talem is committed to protecting the privacy and personal data of all Donors and website visitors. This Policy governs the collection, processing, use, disclosure, retention, and deletion of Donor Personal Data by Friends of Talem, in compliance with the California Consumer Privacy Act (CCPA/CPRA), the EU General Data Protection Regulation (GDPR), applicable federal privacy and data protection law, and prevailing best practices in nonprofit data stewardship. This Policy applies to all Personal Data collected through the Talem Foundation website, Friends of Talem donation pages, email communications, and any other medium through which Donors interact with the Organization.

Friends of Talem may collect the following categories of Donor Personal Data in connection with the operation of the Charitable Fundraising Platform (CFP) and the Organization's charitable activities:

- Identification Data: Full legal name, email address, mailing address, and telephone number;

- Payment Data: Credit card, debit card, or bank account information, processed exclusively through a PCI-DSS compliant payment processor. Friends of Talem does not store, transmit, or process full payment card numbers internally;
- Donation Data: Donation amounts, dates, designated purposes, restricted gift designations, and complete transaction history;
- Communications Data: All correspondence, inquiries, and communications between Donors and Friends of Talem;
- Technical Data: IP addresses, browser type and version, device identifiers, operating system information, and website usage data collected via cookies, web beacons, and analytics tools;
- Consent Records: For Donors located in the European Economic Area or otherwise subject to GDPR, records of all consents obtained for processing Personal Data.

Legal Basis for Processing (GDPR)

For Donors located in the European Economic Area, the United Kingdom, or Switzerland, Friends of Talem processes Personal Data on the following lawful bases under GDPR Article 6:

- Contractual Necessity (Article 6(1)(b)): Processing required to complete and fulfill a charitable donation transaction at the Donor's request;
- Legal Obligation (Article 6(1)(c)): Processing required to comply with applicable legal requirements, including AML regulations, sanctions screening requirements, IRS reporting obligations, and tax receipt issuance;
- Legitimate Interests (Article 6(1)(f)): Processing necessary for legitimate interests pursued by Friends of Talem, including improving Platform functionality, preventing fraud, and ensuring platform security, where such interests are not overridden by the interests or fundamental rights of the data subject;
- Consent (Article 6(1)(a)): For marketing communications, newsletters, and non-transactional communications, processing is based solely on the Donor's freely given, specific, informed, and unambiguous explicit opt-in consent.

Donor Personal Data shall be used by Friends of Talem only for the following specified, explicit, and legitimate purposes:

- Processing, recording, and acknowledging charitable donations;
- Issuing tax receipts, contemporaneous written acknowledgments, and other required charitable gift documentation;
- Communicating with Donors regarding their donations, refund requests, or other Donor inquiries;

- Complying with all legal, regulatory, and reporting obligations applicable to the Organization;
- Conducting fraud prevention, AML screening, and Platform security operations;
- With the Donor's explicit prior consent: sending newsletters, program updates, impact reports, and fundraising communications.

Friends of Talem shall not sell, rent, trade, or otherwise transfer Donor Personal Data to third parties for commercial purposes. Donor Personal Data may be disclosed only in the following limited circumstances:

- To payment processors and financial institutions, solely for the purpose of processing donations, subject to written data processing agreements meeting applicable legal requirements;
- To government authorities, law enforcement agencies, or regulatory bodies, as required or permitted by applicable law;
- To Foreign NGOs: only the aggregate amount and designated purpose of donations received on a Foreign NGO's behalf shall be shared. No Donor identifying information shall be shared with a Foreign NGO without the Donor's explicit prior written consent.

Donor Rights (CCPA and GDPR)

Subject to applicable law, Donors have the following rights regarding their Personal Data held by Friends of Talem:

- Right to Access: Request a copy of the Personal Data held by the Organization;
- Right to Correction: Request correction or rectification of inaccurate or incomplete Personal Data;
- Right to Deletion: Request deletion of Personal Data, subject to the Organization's legal retention obligations;
- Right to Opt-Out: Opt out of marketing communications at any time without penalty;
- Right to Data Portability (GDPR): Receive Personal Data in a structured, commonly used, machine-readable format;
- Right to Object (GDPR): Object to processing of Personal Data based on legitimate interests;
- Right to Withdraw Consent: Withdraw consent for marketing communications at any time, without affecting the lawfulness of prior processing.

Donor rights requests shall be submitted in writing to [talemfoundation@gmail.com]. Requests shall be acknowledged in writing within thirty (30) days of receipt and fulfilled within forty-five (45) days. For complex or voluminous requests, the fulfillment period may be extended to

ninety (90) days with written notice to the Donor of the extension and the reason therefore, as permitted by applicable law.

The Talem Foundation website uses cookies and similar tracking technologies for purposes of website functionality, analytics, and (with consent) marketing. A Cookie Consent Banner shall be displayed to all website visitors upon their first visit to the website, providing clear, plain-language information about the types and purposes of cookies used and enabling visitors to accept or decline non-essential cookies. A full Cookie Policy shall be published on the website and shall be updated as necessary to reflect changes in applicable law or the Organization's use of tracking technologies.

Friends of Talem does not knowingly collect, process, or retain Personal Data from children under the age of thirteen (13). If the Organization becomes aware that it has inadvertently collected Personal Data from a child under age thirteen, such data shall be promptly deleted. The donation pages are not directed to minors and include appropriate age-affirmation language.

Donor Personal Data shall be retained only for the period necessary to fulfill the purposes described in this Article and to comply with applicable legal retention requirements. Minimum retention periods are as follows:

Data Category	Retention Period
Donation records and gift acknowledgments	Seven (7) years from date of donation
Payment data	As required by PCI DSS and applicable law
Marketing consent records	Three (3) years from last communication
Donor rights request records	Three (3) years from fulfillment
All other Personal Data	Seven (7) years, or as required by applicable law, whichever is longer

A Donor Privacy Policy, written in plain, accessible language and summarizing the key provisions of this Policy, shall be published prominently on the Talem Foundation website. The Privacy Policy shall be linked from all donation pages, the website footer, and all marketing communications. The Privacy Policy shall be reviewed and updated at least annually and whenever material changes occur to the Organization's data practices.

Data Security

Friends of Talem shall establish, implement, and maintain appropriate technical, administrative, and physical safeguards designed to protect Personal Data and sensitive organizational information from unauthorized access, acquisition, use, disclosure, alteration, destruction, or loss. Following are the Organization's minimum information security standards, consistent with applicable law, industry best practices, and the Organization's obligations under GDPR Article 32 and applicable California law.

Access Controls

Access to all systems, databases, and platforms containing Personal Data or sensitive organizational information shall be strictly limited to authorized personnel on a need-to-know, role-based access control basis;

All user accounts shall be protected by strong passwords meeting minimum requirements of twelve (12) characters with complexity requirements, and multi-factor authentication (MFA) shall be required for all accounts accessing systems containing Personal Data, to the extent technically feasible;

Data Encryption

All Donor payment data shall be processed exclusively by a PCI-DSS Level 1 compliant payment processor, and no full payment card numbers shall be stored on Organization systems;

All Personal Data shall be encrypted in transit using Transport Layer Security (TLS) 1.2 or higher, and shall be encrypted at rest using industry-standard encryption (AES-256 or equivalent);

All portable devices, including laptops, tablets, and USB storage devices, containing Personal Data shall be encrypted using full-disk encryption.

Vendor Security

All third-party vendors, service providers, and data processors that access, process, or store Personal Data on behalf of Friends of Talem shall:

- Be subject to a written Data Processing Agreement (DPA) that meets the requirements of GDPR Article 28 and applicable U.S. law;
- Demonstrate compliance with recognized data security standards, including SOC 2 Type II, ISO/IEC 27001, or equivalent, prior to engagement and on an annual basis thereafter;
- Be reviewed annually by the Executive Director for continued compliance with this Policy and applicable law.

Security Awareness Training

All board members, employees, and volunteers with access to systems containing Personal Data shall complete a mandatory data security awareness training program upon onboarding and on an annual basis thereafter. Training shall cover, at a minimum: phishing and social engineering

awareness; password security and multi-factor authentication; data handling procedures; and the Organization's data breach response procedures. Completion of training shall be documented and records retained.

Vulnerability Management

The Talem Foundation website and all organizational systems shall undergo automated security vulnerability scanning at least quarterly. Critical security patches and updates shall be applied within thirty (30) days of release. Emergency security patches for actively exploited vulnerabilities shall be applied within forty-eight (48) hours.

Data Breach Response

Upon discovery or reasonable suspicion of a data security incident or breach involving Personal Data, Friends of Talem shall:

- Take immediate steps to contain, investigate, and remediate the breach and to preserve all evidence;
- Notify affected Donors and relevant regulatory authorities within the timeframes required by applicable law, including: under GDPR, notification to the relevant supervisory authority within seventy-two (72) hours of becoming aware of the breach (GDPR Article 33); under California law, notification without unreasonable delay;
- Conduct a written post-breach review within thirty (30) days of the conclusion of the incident, documenting root cause, containment measures, and corrective actions taken;
- Maintain a Data Breach Response Log (Appendix G) documenting all incidents and organizational responses.

Records and Documentation

Friends of Talem shall maintain a Record of Processing Activities (ROPA) as required by GDPR Article 30, documenting: the categories of Personal Data processed; the purposes of processing; the categories of data subjects; the categories of recipients; and the applicable retention periods. The ROPA shall be reviewed and updated at least annually and made available to supervisory authorities upon request.

Disbursements

Friends of Talem shall report all donations received through the CFP to the recipient foreign NGO within thirty (30) calendar days after the close of each calendar month in which donations are received. Donations will be disbursed at the time of reporting to the foreign NGO via international wire transfer to a bank account designated by the foreign NGO. Following disbursement, donors will be notified.

Friends of Talem shall withhold any pending or future disbursement if:

- the foreign NGO fails to submit required reports;
- Friends of Talem discovers or receives credible information regarding a diversion or misuse of prior grant funds;
- Friends of Talem discovers or receives credible information that the foreign NGO has engaged in Prohibited Activities, as described below; or
- any material condition of the Fiscal Sponsorship Agreement has not been satisfied

Prohibited Activities

As described in the Fiscal Sponsorship Agreement, foreign NGO recipients may not use any donated funds to:

- carry on propaganda, direct or indirect lobbying, or otherwise attempt to influence legislation or to influence the outcome of any specific public election or to carry on, directly or indirectly, any partisan voter registration drive
- make any grant to another organization or individual
- undertake any activity for purposes other than religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals).
- undertake any activity for purposes of promoting violence or terrorist activities. Each foreign donation recipient must certify that it does not knowingly employ individuals or contribute funds to any persons or organizations that support terrorism or that are found on any terrorist-related list promulgated by the U.S. Government, the United Nations, or the European Union, including the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List ("SDN List"). Foreign NGO's must further certify that, except as authorized by OFAC, no donated funds will be used for any activity in or involving any country or territory that is subject to comprehensive sanctions by the U.S. government.

In the event that Friends of Talem discovers or receives credible information that the foreign NGO has engaged in Prohibited Activities, the donation page for the foreign NGO will be removed from the online CFP;

Fees

Friends of Talem charges no fees to the Donors or recipient foreign NGO for CFP operation, compliance infrastructure, Pre-Grant Inquiry, ER oversight, agency registration and reporting,

and general administration associated with fiscal sponsorship. Third-party payment processing fees charged by digital payment processor(s) shall be deducted from the gross amount of each donation prior to disbursement. Payment processing fees are paid directly to third-party processors and are not retained by Friends of Talem. The Organization shall disclose the then-current payment processing fee rates on the CFP Donation Page

Refunds

Donors may request a refund within thirty (30) days of the date of a donation transaction, subject to the following limitations;

- Refund requests shall be reviewed and processed within ten (10) business days of receipt of a request;
- All refund requests shall be submitted by the Donor to talemfoundation@gmail.com;
- Friends of Talem reserves the right to deny a refund request where funds have already been disbursed to a foreign NGO, in which case the Donor shall be notified in writing with an explanation of the denial.

Complaint Handling

Friends of Talem is committed to responsiveness, accountability, and continuous improvement in the administration of its charitable programs. Complaints may be submitted to Friends of Talem through email, postal mail or via website submission. Complaints received by the Organization may include, without limitation, the following categories:

- Donor Complaints: Including unauthorized charges, refund disputes, privacy concerns, and claims of misleading disclosures;
- Foreign NGO Complaints: Including disbursement disputes, Fiscal Sponsorship Agreement disputes, and concerns regarding vetting procedures;
- Public Complaints: Including allegations of misrepresentation, misleading solicitations, or violations of applicable law.

All complaints received shall be logged in the Complaint Register upon receipt, noting the date, channel of receipt, category, and brief description of the complaint; Complainants who have identified themselves shall receive a written acknowledgment of their complaint within five (5) business days of receipt.

The CEO shall designate an appropriate investigator for each complaint within five (5) business days of receipt. Complaints involving the CEO shall be referred directly to the Board Secretary for designation of an investigator. All investigations shall be conducted promptly, confidentially, and impartially, with due regard for the rights of all parties involved. The investigator shall gather and review all relevant documents, conduct interviews as appropriate, and prepare a written investigation report summarizing findings and recommended corrective action. Investigations shall be completed within thirty (30) calendar days of receipt of the complaint. In the event additional time is required, the complainant (if identified) shall be notified in writing of the extension and the estimated completion date.

The Board shall determine the appropriate resolution and any corrective action within ten (10) business days of receipt of the investigation report. The complainant (if identified) shall be notified in writing of the outcome within five (5) business days of a determination; All corrective action shall be implemented promptly and documented in the Complaint Register.

Friends of Talem strictly prohibits retaliation against any person who, in good faith, reports a complaint, concern, suspected violation of law, or suspected violation of this Policy, pursuant to California Labor Code § 1102.5 and other applicable law.