

**TREK FOR TREVOR**  
POLICY MANUAL

**ADMINISTRATION**

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SECTION: Administration

SUBJECT: **Document Retention/Destruction**

EFFECTIVE DATE: May 1, 2024

DATE REVISED:

## **DOCUMENT RETENTION/DESTRUCTION**

### **SECTION 1. PURPOSE**

The Document Retention and Destruction Policy identifies the record retention responsibilities of staff, volunteers, members of the Board of Directors, and outsiders for maintaining and documenting the storage and destruction of the organization's documents and records.

The organization's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a. Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by (fill in the blank based on the organization's practices);
- b. All other paper documents will be destroyed after three years;
- c. All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;
- d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel or the human resources department for any current or foreseen litigation if employees have not been notified); and

e. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

**SECTION 2. RECORDS RETENTION**

The following table\* indicates the minimum requirements and is provided as guidance to customize in determining your organization’s document retention policy. Because statutes of limitations and state and government agency requirements vary from state to state, each organization should carefully consider its requirements and consult with legal counsel before adopting a Document Retention and Destruction Policy. In addition, federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

Accounts Payable Ledgers and Schedules	7 years
Audit Report	Permanently
Bank Reconciliations	2 years
Bank Statements	3 years
Checks (for important payment and purchases)	Permanently
Contracts, Mortgages, Notes and Leases (expired)	7 years
Contracts (still in effect)	Contract Period
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customer and vendors)	2 years
Deeds, Mortgages and Bills of Sale	Permanently
Depreciation Schedules	Permanently
Duplicate Deposit Slips	2 years
Employment Applications	3 years
Expense Analysis/Expense Distribution Schedules	7 years
Year-end Financial Statements	Permanently
Insurance Record, Current Accident Reports, Claims, Policies and so on (active and expired)	Permanently
Internal Audit Reports	3 years
Inventory Records for Products, Materials and Supplies	3 years
Invoices (to customers, from vendors)	7 years
Minutes, Bylaws, Articles of Incorporation, EIN, Tax Exempt Status	Permanently
Patients and Related Papers	Permanently
Payroll Records and Summaries	7 years
Personnel Files (Terminated Employees)	7 years

Retirement and Pension Records	Permanently
Tax Returns and Worksheets	Permanently
Timesheets	7 years
Trademark Registrations and Copyrights	Permanently
Withholding Tax Statements	7 years

## Resources

1. National Council of Nonprofits [www.councilofnonprofits.org](http://www.councilofnonprofits.org)
2. BoardSource Record Retention and Document Destruction Policy—Download 4 Samples (E-Policy Sampler) [www.boardsource.org/Bookstore.asp?Type=epolicy&Item=1071](http://www.boardsource.org/Bookstore.asp?Type=epolicy&Item=1071)
3. Independent Sector [www.independentsector.org/issues/sarbanesoxley.html](http://www.independentsector.org/issues/sarbanesoxley.html)
4. AICPA Management of an Accounting Handbook—2003 and IRS Appendix Document [www.cpa2biz.com/AST/Main/CPA2BIZ\\_Primary/PracticeManagement/PracticeAdministration/PRDOVR~PC-090407/PC-090407.jsp](http://www.cpa2biz.com/AST/Main/CPA2BIZ_Primary/PracticeManagement/PracticeAdministration/PRDOVR~PC-090407/PC-090407.jsp)
5. Guide to Record Retention Requirements in the Code of Federal Regulations: Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402-9325 or from CCH, Inc. at [www.onlinestore.cch.com](http://www.onlinestore.cch.com)

\* Adapted from National Council of Nonprofits.

SECTION: Administration  
SUBJECT: **Privacy**  
EFFECTIVE DATE: May 1, 2024  
DATE REVISED:

## PRIVACY

**Trek for Trevor** (“we,” “us,” or “our”) respects your privacy. This Privacy Notice describes how we process Personal Information (defined below) that we collect via our website, social media pages, or other platforms that link to it (collectively, the “**Site**”), or that is otherwise provided to, or collected by, us in connection with the services we offer (our “**Services**”).

We may modify this Privacy Notice at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you.

### SECTION 1: PERSONAL INFORMATION WE COLLECT

We may collect a range of Personal Information. “Personal Information” means information that uniquely identifies, relates to, describes, or is reasonably capable of being associated with or linked to you.

The types of Personal Information we collect may include:

- **Contact Information** — If you submit an inquiry, create an account, register to become a volunteer, or otherwise provide information on our Site, we may collect your contact information. This may include your name, email address, demographic information, educational records, username and password, and phone number.
- **Location Data** — While navigating our Site, your mobile device or browser may share your location data, both through Wi-Fi and GPS.
- **Usage Information** — When you use our Site, our servers may automatically record information, including your IP Address, browser type, referring URLs (e.g., the site you visited before coming to our Site), domain names associated with your internet service provider, and information on your interaction with the Site.

- **Communication Information** — We may collect audio, electronic, or visual information transmitted via file upload, email or otherwise provided by customers; the contents of your communications with us, whether via e-mail, social media, telephone or otherwise, and inferences we may make from other Personal Information we collect.\

## **SECTION 2: HOW WE COLLECT YOUR PERSONAL**

**We May Collect Your Personal Information Directly from You** — For example, if you create an account on the Site, request information regarding our Services, or request to receive a newsletter.

- a. **We May Also Collect Personal Information from Third Parties** — For example, we may work with business partners, subcontractors, advertising networks, analytics providers, search information providers, and other third parties, who may provide us with Personal Information about you.
- b. **Through Online Tracking Technologies** — We may use cookies, device identifiers, and similar technologies such as pixels, web beacons, and local storage to collect usage and browser information about how you use the Site. We process Personal Information collected through such technologies to help operate certain features of the Site, to enhance your experience through personalization, and to help us better understand the features of the Site that you and other users are most interested in.

We utilize the following types of cookies:

### *Strictly Necessary Cookies*

These cookies are fundamental to the functionality of the Site. These cookies are essential.

### *Performance Cookies*

This type of cookie collects information on how people use the Site, to enable us to improve how the site operates. For example, Google Analytics cookies help us understand how customers arrive at the Site, browse or use the Site and highlight areas where we can improve areas such as navigation, shopping experience and marketing campaigns.

### *Functionality Cookies*

These cookies may remember the operations such as your preference so that we can provide you with better services and improve our operation models.

#### *Targeting Cookies or Advertising Cookies*

These cookies collect information about your browsing habits in order to make advertising more personalized to you. These cookies may remember the websites you have visited and share them with the third parties, such as advertisers.

#### *Social networking cookies*

These cookies are used to enable you to share pages and content on our websites and services through third-party social networking and other websites. These cookies may also be used for advertising purposes.

Most browsers provide you with the ability to block, delete, or disable cookies, and your mobile device may allow you to disable transmission of unique identifiers and location data. If you choose to reject cookies or block device identifiers, some features of the Site may not be available, or some functionality may be limited or unavailable. Please review the help pages of your browser or mobile device for assistance with changing your settings.

We do not respond to Do Not Track (“DNT”) signals sent to us by your browser at this time. To learn more about how DNT works, please visit <http://allaboutdnt.com/>.

- c. **Through Analytics** – We use analytics services, including Google Analytics, to assist us with analyzing our website traffic through cookies and similar technologies. For more information on Google Analytics’ processing of your Personal Information, please see <https://policies.google.com/technologies/partner-sites?hl=en-US>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

### **SECTION 3: HOW WE USE PERSONAL INFORMATION**

To the extent permitted by applicable law, we may use Personal Information to:

- Operate the Site and provide support to our business functions.
- Fulfill requests, such as to create an account.
- Protect against criminal activity, claims, and other liabilities.
- Send you information about our services, and promotions.
- Respond to reviews, comments, or other feedback provided to us.
- Support and personalize the Site and our advertising efforts.
- Protect the security and integrity of the Site.
- Provide customer support.
- The extent required for benchmarking, data analysis, audits, developing new products, enhancing the Site, facilitating product, software, and applications development,

improving the Site or our services, conducting research, analysis, studies or surveys, identifying usage trends, as well as for other analytics purposes.

- Meet our contractual requirements.
- Comply with applicable legal or regulatory requirements and our policies.
- Respond to inquiries related to employment opportunities.
- Market, advertise, and provide the Site and our services.
- Undertaking research projects to evaluate effectiveness of our Services.
- Communicate with you via text message or other electronic communication.
- The extent necessary for any other lawful purpose for which the Personal Information is collected.

## SECTION 4: SHARING OF PERSONAL INFORMATION

We may share your Personal Information in the following circumstances:

- **For Legal Obligation or Safety Reasons** — When we have a good faith belief that access, use, preservation or disclosure of Personal Information is reasonably necessary to (a) satisfy or comply with any requirement of law, regulation, legal process, or enforceable governmental request, (b) enforce or investigate a potential violation of the Terms of Use, (c) detect, prevent, or otherwise respond to fraud, security or technical concerns, (d) support auditing and compliance functions, or (e) protect the rights, property, or safety of Trek for Trevor, its users, or the public against harm.
- **In the Case of a Merger or Sale** — If we are involved in a merger, acquisition, or any form of transfer or sale of some or all of its business, whether as a going concern or as part of dissolution, bankruptcy, liquidation, or similar proceeding. Personal Information may be transferred along with the business. Where legally required we will give you prior notice and if you have a legal right to do so, an opportunity to object to this transfer.
- **To Service Providers** — When we hire a service provider to help operate the Site or our business, we may give access to Personal Information as necessary to perform services on our behalf. This may include service providers that operate our Site, send our communications, or run our promotions.
- **To Business Partners** — We may share Personal Information with our trusted business partners for the purposes of conducting business for which you have engaged. For example, we may share your Personal Information if we co-sponsor a promotion or service with another organization.

## SECTION 5: HOW LONG WE KEEP YOUR PERSONAL INFORMATION



We will retain your Personal Information for as long as necessary to fulfill the purposes for which it has been collected, as outlined in this Privacy Notice, or any longer retention period required by law.

## **SECTION 6: HOW WE PROTECT YOUR PERSONAL INFORMATION**

We use our commercially reasonable efforts to protect the confidentiality and security of Personal Information we process. However, despite these efforts to store Personal Information in a secure operating environment, we cannot guarantee the security of Personal Information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of Personal Information, we cannot guarantee that our security measures will prevent third parties such as hackers from illegally obtaining access to Personal Information.

## **SECTION 7: OPTING OUT OF MARKETING & ELECTRONIC COMMUNICATIONS**

To opt-out of marketing or electronic communications, email us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org) or follow the instructions included in the email or text correspondence.

Please note that, even if you unsubscribe from certain correspondence, we may still need to contact you with important transactional or administrative information, as permitted by law.

To exercise other rights with respect to your Personal Information, please see Section 13.

## **SECTION 8: INTERNATIONAL USE OF THE SITE**

This Site is hosted in the United States. If you are visiting this Site from outside of the United States, please note that your Personal Information is being transferred to, stored, collected, or processed in the United States.

## **SECTION 9: CHILDREN'S POLICY**

We do not knowingly collect or solicit any Personal Information from children under the age of 13. In the event that we learn that we have collected Personal Information from a child, we will promptly take steps to delete that information. If you are a parent or legal guardian and think your child has given us their Personal Information, you can email us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org) or contact us using the information listed in Section 13.

## **SECTION 10: LINKS TO THIRD-PARTY WEBSITES**

We are not responsible for the practices employed by any websites or services linked to or from the Site, including the information or content contained within them. We encourage you to investigate and ask questions before disclosing Personal Information to third parties, since any Personal Information disclosed will be subject to the applicable third party's Privacy Notice.

## **SECTION 11: YOUR PRIVACY RIGHTS**

Depending on where you live, and subject to certain exemptions, you may have certain privacy rights:

- **Notice** — The right to be notified of what categories of Personal Information will be collected at or before the point of collection and the purposes for which they will be used and shared.
- **Access** — The right to request the categories of Personal Information that we collected in the previous twelve (12) months, the categories of sources from which the Personal Information was collected, the specific pieces of Personal Information we have collected about you, and the business purposes for which such Personal Information is collected and shared. You may also have the right to request the categories of Personal Information which were disclosed for business purposes, and the categories of third parties in the twelve (12) months preceding your request for your Personal Information.
- **Data Portability** — The right to receive the Personal Information you have previously provided to us.
- **Erasure (deletion)** — The right to have your Personal Information deleted. However, please be aware that we may not fulfill your request for deletion if we (or our service provider(s)) are required or permitted to retain your Personal Information for one or more of the following categories of purposes: (1) to complete a transaction for which the Personal Information was collected, provide a good or service requested by you, or complete a contract between us and you; (2) to ensure our website integrity, security, and functionality; (3) to comply with applicable law or a legal obligation, or exercise rights under the law (including free speech rights); or (4) to otherwise use your Personal Information internally, in a lawful manner that is compatible with the context in which you provided it.
- **Correction** — You have the right to request that we correct any incorrect personal information that we collect or retain about you, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see below), we will correct (and direct any of our service providers that hold your data on our behalf to correct) your personal information from our records, unless an exception applies. We may deny your correction request if (a) we believe the personal information we maintain about you is accurate; (b) correcting the information would be impossible or involve disproportionate; or (c) if the request conflicts with our legal obligations.
- **Opt Out of Sales of Personal Information** — We will never sell or share your Personal Information. However, if we did, you would have the right to opt out of the sale or sharing of your Personal Information. You may have the right to opt out of targeted advertising and profiling, to the extent that profiling makes decisions that produce legal or similarly significant effects concerning you.

To exercise any applicable rights that may be available to you, please submit a request to us by contacting us using the information listed in Section 13 or e-mailing us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org).

## **SECTION 12: EXERCISING YOUR PRIVACY RIGHTS**

**Verification:** We must verify your identity before fulfilling your requests. If we cannot initially verify your identity, we may request additional information to complete the verification process. We will only use Personal Information provided in a request to verify the requestor's identity.

We endeavor to respond to requests within the time period required by applicable law. If we require more time, we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

We do not charge a fee to process or respond to your request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity and confirm the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us.

We may deny certain requests, or only fulfill some in part, as permitted or required by law. For example, if you request to delete Personal Information, we may retain Personal Information that we need to retain for legal purposes.

## **SECTION 13: CONTACT US**

If you have any questions about our practices or this Privacy Notice, please contact us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org). You may also write to us at:

**Trek for Trevor**

**Attn. Privacy Department**

12357 Green Ash Dr.

Fort Worth, TX 76244

SECTION: Administration

SUBJECT: **Website Terms & Conditions**

EFFECTIVE DATE: May 1, 2024

DATE REVISED:

## **WEBSITE TERMS & CONDITIONS**

### **SECURE PAYMENTS**

Trekfortrevor.org uses Paypal and Stripe.com payment systems to ensure your donation is processed securely. All financial information passed between our site and Paypal/Stripe.com payment systems are encrypted using 256-bit SSL (Secure Socket Layer) certificates. Simply put, no information entered into these payment platforms can be examined, used or modified by anyone (including ourselves) attempting to gain access to sensitive information. Paypal/Stripe are fully PCI DSS Level 1 certification compliant, a Payment Card Industry security standard which helps prevent fraud. More information can be found on <https://stripe.com/gb/payments> <https://www.paypal.com/us/security/learn>

### **SECTION 1: AGREEMENT TO TERMS**

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (**you**), and **trekfortrevor.org**, (**we, us**), concerning your access to and use of the thetrailhunter.com website as well as any related applications (the **Site**).

The Site provides education, content, and merchandise. You agree that by accessing the Site and/or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

**If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately.** We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and conditions or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.4 We may update or change the Site from time to time to reflect changes to our service, products, our users’ needs and/or our business priorities.

1.5 Our site is directed to people worldwide. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.6 The Site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.

1.7 Additional policies which also apply to your use of the Site include:

- Our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing, and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy which sets out the permitted uses and prohibited uses of the Site. When using the Site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy which sets out information about the cookies on the Site.
- If you make a donation, our same terms and conditions will apply
- Certain parts of this Site can be used only on payment of a fee. If you wish to use such Services, you will, in addition to our Terms and Conditions, also be subject to our Terms and Conditions of supply.

## **SECTION2: ACCEPTABLE USER**

2.1 Our Acceptable Use Policy sets out all the permitted uses and prohibited uses of this site.

2.2 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.3 As a user of this Site, you agree not to:

- Falsely imply a relationship with us or another company with whom you do not have a relationship
- Harass any other user or site admin
- Post unlawful or explicit text or images on the website deemed inappropriate

### **SECTION 3: INFORMATION YOU PROVIDE TO US**

3.1 You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

If you know or suspect that anyone other than you knows your user information (such as an identification code or username) and/or password, you must promptly notify us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org)

3.2 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change the username you select if we determine that such username is inappropriate.

### **SECTION 4: CONTENT YOU PROVIDE TO US**

4.1 There may be opportunities for you to post content to the Site or send feedback to us (**User Content**). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

4.2 You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you and combine your User Content with other content for use

within the Site and otherwise. We do not have to attribute your User Content to you. When you upload or post content to our site, you grant us the following rights to use that content:

4.3 In posting User Content, including reviews or making contact with other users on the Site you shall comply with our Acceptable Use Policy

4.4 You warrant that any User Content does comply with our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

4.5 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with the Acceptable Use Policy.

4.6 We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values

4.7 If you wish to complain about User Content uploaded by other users, please contact us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org) or use the takedown or report button if supplied.

## **SECTION 5: OUR CONTENT**

5.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (**Our Content**) are owned or licensed to us and are protected by copyright and trademark laws.

5.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

5.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

5.4 You shall not (a) try to gain unauthorized access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error

correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

5.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.

5.6 The content on the Site is provided for general information only. It is not intended to be solely relied upon to keep you safe. Good judgement and decision-making are paramount to maximizing your safety. It is in your best interest to obtain professional or specialized advice from an expert before taking, or refraining from taking, any action on the basis of the content on the Site.

5.7 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

## **SECTION 6: LINK TO THIRD PARTY CONTENT**

6.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third-party websites or applications or the third-party operator. We are not responsible for and do not endorse any third-party websites or applications or their availability or content.

6.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises on the Site, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

## **SECTION 7: SITE MANAGEMENT**

7.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to



our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

7.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

7.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

## **SECTION 8: MODIFICATIONS TO AND AVAILABILITY OF THE SITE**

8.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

8.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

8.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

## **SECTION 9: DISCLAIMER/LIMITATION OF LIABILITY**

9.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content: (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information

stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

#### 9.2 Our responsibility for loss or damage suffered by you:

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- If we fail to comply with these Terms and Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions, but we would not be responsible for any loss or damage that were not foreseeable at the time you started using the Site/Services.

## **SECTION 10: TERMS & TERMINATION**

10.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at [info@trekfortrevor.org](mailto:info@trekfortrevor.org).

10.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

10.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In

addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **SECTION 11: GENERAL**

11.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

**You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

11.2 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

11.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

11.4 We may assign any or all of our rights and obligations to others at any time.

11.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

11.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

11.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

11.8 The following are trademarks of Trek for Trevor and Chase Creative Studio. You are not permitted to use them without our approval, unless they are part of material our Site explicitly states you are permitted to use.

11.9 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

11.10 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at [info@trekfortrevor.org](mailto:info@trekfortrevor.org)

SECTION: Board of Directors

SUBJECT: **Conflict of Interest**

EFFECTIVE DATE: Jan. 6, 2024

DATE REVISED:

## **SECTION 1. PURPOSE**

Trek for Trevor (the "Corporation"), an Ohio not-for-profit corporation that is exempt from federal income tax as an organization described in Section 509 (a)(2) of the Internal Revenue Code, is subject to certain federal and state laws governing transaction between Corporation and certain individuals and entities. The Corporation is committed to the maintenance of the trust and confidence of the general public and has an obligation to comply with federal and state laws, therefore, necessitates strict compliance by the Corporation's Directors, and any paid or volunteer staff with the prohibitions against entering into transactions which are, or may be construed, as being a conflict of interest as contained in this policy on conflicts of interest (the "Policy") unless the procedures set forth herein are followed. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## **SECTION 2. DEFINITIONS**

### **a. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

### **b. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**c. Conflict of Interest**

For purposes of this Conflicts of Interest Policy, a “Conflict of Interest” means any perceived or actual conflict that has not been disclosed to the Corporation’s Board of Directors.

**SECTION 3. PROCEDURES**

**a. Duty to Disclose**

Each Related Person shall disclose to the President all perceived or actual conflicts or Transactions in which such person is a Related Person. A person with a duty to disclose shall satisfy their duty by providing a written notice (a “Disclosure Notice”) of such Transaction within five (5) business days of the day in which such Related Person becomes aware that they are a Related Person in connection with a Transaction. A Disclosure Notice shall set forth any and all material facts surrounding the circumstances in which such person is a Related Person, including but not limited to: (a) the names of all parties involved, along with the relationship of such Related Person to each party, and (b) the nature of any contracts and/or agreements between the Related Person and any third party affiliated with the Transaction.

Each Disclosure Notice provided to the Corporation will be entered into the Corporation’s records, and the Corporation’s minutes will reflect any steps taken to address the disclosed Conflict of Interest, including any presentation, deliberation or vote pertaining to the disclosed Conflict of Interest and the basis for any decision regarding the disclosed Conflict of Interest.

Unless the Corporation provides written notice to such Related Person approving such Transaction, the Corporation shall not be permitted to enter into such Transaction. Any Transaction entered into by the Corporation in contravention to the preceding sentence shall be null and void.

**b. Determining Whether a Conflict of Interest Exists**

After disclosure of the Conflict of interest, and all material facts, and after any discussion with the officer/director, they shall leave the Board of Directors or committee meeting while the

determination of a conflict of interest is discussed and voted upon. This determination will take place in Executive Session. The remaining Board or committee members shall decide if a conflict of interest exists.

**c. Procedures for Addressing the Conflict of Interest**

1. A conflicted Officer/Director (perceived or actual) may make a presentation to the Board of Directors, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. All discussions related to alleged conflict of interest shall take place in Executive Session.
2. The President, if appropriate, may appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Board of Directors shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, after consultation with the disinterested party, the Board of Directors shall determine by a majority vote whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

**d. Violations of the Conflicts of Interest Policy**

1. If the Board of Directors or committee has reasonable cause to believe an Officer/Director has failed to disclose actual or possible conflicts of interest, it shall inform the Officer/Director of the basis for such belief and afford the Officer/Director an opportunity to explain the alleged failure to disclose.
2. If, after hearing the Officer/Director's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the Officer/Director has failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

## **SECTION 4. RECORDS OF PROCEEDINGS**

The minutes of the Board of Directors and all committees with Board-delegated powers shall contain:

- a. The names of the Officer/Director who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the Officer/Director who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **SECTION 5. COMPENSATION**

- a. A voting member of the Board of Directors who receives compensation, directly or indirectly, from the Corporation for services rendered is precluded from voting on matters pertaining to the compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services rendered is precluded from voting on matters pertaining to the compensation.
- c. No voting member of the Board of Directors or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **SECTION 6. ANNUAL STATEMENTS**

Each Officer/Director and/or member of a committee with Board-delegated powers shall annually sign a statement/attestation which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Corporation is a charity and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **SECTION 7. PERIODIC REVIEWS**

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **SECTION 8. USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



SECTION: BOD

SUBJECT: **Code of Ethics**

EFFECTIVE DATE: May 1, 2024

DATE REVISED:

## **CODE OF ETHICS**

### **1. Introduction**

Trek for Trevor is committed to upholding the highest standards of integrity, transparency, and accountability in all aspects of its operations. As stewards and fiduciaries of the organization, the Board of Directors recognizes its responsibility to act ethically and in the best interests of the organization, its beneficiaries, and the public. This Code of Ethics outlines the principles and standards that govern the conduct of the Board of Directors in fulfilling its duties and responsibilities.

### **2. Ethical Principles 2.1 Integrity**

Board members shall act honestly, ethically, and with integrity in all dealings related to Trek for Trevor. They shall avoid conflicts of interest, disclose any conflicts that arise, and act in the best interests of the organization at all times.

### **2.2 Accountability**

Board members shall fulfill their duties and responsibilities with diligence, competence, and accountability. They shall exercise due care in making decisions, managing resources, and overseeing the operations of the organization.

### **2.3 Transparency**

Board members shall promote transparency and openness in the conduct of Trek for Trevor's affairs. They shall ensure that accurate and timely information is provided to stakeholders, including donors, beneficiaries, employees, and the public.

## **2.4 Respect**

Board members shall treat all individuals with dignity, respect, and fairness, regardless of race, ethnicity, religion, gender, sexual orientation, age, disability, or socioeconomic status. They shall foster a culture of inclusivity and diversity within the organization.

## **2.5 Confidentiality**

Board members shall maintain the confidentiality of sensitive information obtained in the course of their duties, including financial data, donor information, and personnel matters. They shall not disclose confidential information without proper authorization.

## **3. Standards of Conduct**

### **3.1 Conflicts of Interest**

Board members shall avoid conflicts of interest or the appearance of conflicts of interest in their dealings with Trek for Trevor. If a conflict of interest arises, they shall disclose the conflict promptly and recuse themselves from any related decision-making process.

### **3.2 Financial Responsibility**

Board members shall exercise prudent financial oversight and stewardship Trek for Trevor's resources. They shall ensure that financial transactions are conducted with transparency, accuracy, and compliance with applicable laws and regulations.

### **3.3 Compliance**

Board members shall comply with all applicable laws, regulations, and policies governing the operations of Trek for Trevor. They shall stay informed about legal and regulatory requirements relevant to the organization's activities and take appropriate action to ensure compliance.

### **3.4 Governance**

Board members shall adhere to the principles of good governance and best practices in nonprofit management. They shall participate actively in board meetings, committees, and other activities essential to fulfilling their responsibilities effectively.

### **3.5 Professionalism**

Board members shall conduct themselves in a professional manner and uphold the reputation and credibility of Trek for Trevor. They shall refrain from engaging in conduct that could damage the organization's reputation or undermine public trust.

## **4. Reporting and Enforcement 4.1 Reporting Violations**

Any board member who becomes aware of a potential violation of this Code of Ethics shall report the matter to the President or the designated Ethics Officer promptly. Reports may be made anonymously if desired.

### **4.2 Enforcement**

Violations of this Code of Ethics may result in disciplinary action, up to and including removal from the Board of Directors. The Board shall establish procedures for investigating alleged violations and determining appropriate sanctions.

### **4.3 Review and Amendment**

This Code of Ethics shall be reviewed periodically by the Board of Directors to ensure its continued relevance and effectiveness. Amendments may be made as necessary to reflect changes in laws, regulations, or organizational practices.

## **5. Acknowledgment**

By serving on the Board of Directors of Trek for Trevor, each member acknowledges receipt of this Code of Ethics and agrees to abide by its principles and standards.

## **6. Conclusion**

This Code of Ethics reflects Trek for Trevor's commitment to ethical conduct, integrity, and accountability in all aspects of its operations. By adhering to these principles, the Board of Directors demonstrates its dedication to fulfilling its fiduciary responsibilities and serving the best interests of the organization and its stakeholders.