

PRIVACY POLICY FOR AUDUBON NATURALIST SOCIETY CREEK CRITTERS® MOBILE APP

Effective Date: January 1, 2020

Last Updated: September 20, 2020

This Privacy Policy governs your use of the software application Creek Critters (“Application”) for mobile devices that was created by the Audubon Naturalist Society (“ANS,” “we,” “us,” or “our”). The Application guides users through finding macroinvertebrates in Mid-Atlantic region streams, identifying them, and getting a Stream Health Report based on the findings. Users can upload data, including geolocation, to an ANS map and compare their reports to those of other users. The following discloses our information gathering and dissemination practices for the Application.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, REQUIRING YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

Your Consent

By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. “Processing” means collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the United States, as described above. If you do not agree to this Privacy Policy, please do not use our Application.

What information does the Application obtain and how is it used?

User Provided Information:

The Application obtains the information you provide when you begin the activity. Registration is required, so ANS can send you a copy of your results, and so that ANS can inform you of other opportunities to learn about stream health.

When you use the Application, you provide your name, email address, whether you are over 18 years of age, and the data from your sample, including your geolocation at the time of the sample. We may post the data from your sample and the stream location where you sampled, without personal information, to an online map. We also may use the information you provide to contact you from time to time to inform you about other opportunities offered Audubon Naturalist Society.

Automatically Collected Information:

In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you used, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, and information about the way you use the Application.

We do not permit third-party advertising, do not track users of our Application and do not engage in third-party tracking.

Does the Application collect precise real time location information of the device?

If you grant us permission, we will use GPS technology (or other similar technology) to determine your current location in order to correctly locate your sample results on the map.

Please note that the collected information is used to provide our services to you and to respond to your requests. The above provides examples of the information collected and the way that it is used. If you do not want us to collect or use your information, please do not use our Application or provide us with any information.

Do third parties see and/or have access to information obtained by the Application?

Partly. Others may see the results of your survey on an online map. They will not see your personal information; they will be able to see the date of your survey, the name of the stream and the location of your survey along the stream, and the list of macroinvertebrates that you reported finding. We will not share your personal information with third parties, except: we may share your personal information with service providers, affiliates, strategic partners (e.g., watershed groups and park authorities); as required by law, such as to comply with a subpoena, or similar legal process; when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others; to investigate fraud or respond to a government request; or as part of a merger. In the event that we share data with any third party, we will ensure that the third party provides the same or equal protection of user data as stated in this Privacy Policy. We share some stream surveys, including personal information, with our strategic partner the Isaak Walton League of America (“IWLA”). Data from surveys may be posted to IWLA’s Clean Water Hub (“Hub”) and others may see the results of your survey on the Hub. They will not see your personal information on the Hub; they will be able to see the date of your survey, the name of the stream and the location of your survey along the stream, and the list of macroinvertebrates that you reported finding. Stream surveys shared with IWLA are governed by the [Hub’s privacy policy](#).

We have no control over the data practices of any third-party website or application. If you have any questions about how other websites or applications use your information, you should review their policies and contact them directly.

Notice of Public Posting Areas

Please note that any information you include in a message you post to any chat room, forum, blog, or other public posting area is available with anyone with Internet access. If you do not want people to know your email address, for example, don’t include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN CHAT ROOMS, FORUMS, BLOGS, AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS, BLOGS, AND OTHER PUBLIC POSTING AREAS.

What are my opt-out rights?

You can withdraw your consent and stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network. That said, when you uninstall the Application, we may maintain information (i.e., reports, results data, etc.) collected through your use of the Application. If you would like to opt-out of e-mails, follow the instructions provided in the e-mail to “Unsubscribe.”

Data Retention Policy, Managing Your Information

We will retain User Provided data for as long as you use the Application and for a reasonable time thereafter. We will retain Automatically Collected information as part of our study of water quality in the Mid-Atlantic region. If you’d like us to delete User Provided Data that you have provided via the Application, please contact us at CleanStreams@anshome.org and we will respond in a reasonable time. You may also contact us to access or update information that we have collected about or from you. Please note that some or all of the User Provided Data may be required in order for the Application to function properly.

Children

We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at CleanStreams@anshome.org. We will delete such information from our files within a reasonable time.

Security

We are concerned about safeguarding the confidentiality of your information. We provide reasonable physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavor provide reasonable security for information we process and maintain, no security system can be guaranteed to be 100% secure from potential security breaches. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. We recommend that you take additional measures to protect yourself, including by making sure that you regularly update software and apps. By using the Application, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues.

Assignment

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign the information collected via the Application.

Arbitration

BY VISITING AND/OR USING THE APPLICATION, YOU AGREE TO THE FOLLOWING DISPUTE RESOLUTION PROCEDURE: IN THE EVENT OF ANY CONTROVERSY, CLAIM, ACTION OR DISPUTE ARISING OUT OF OR RELATED TO ANY ACTIVITY CONDUCTED ON THE APPLICATION, OR THE BREACH, ENFORCEMENT, INTERPRETATION, OR VALIDITY OF THIS AGREEMENT OR ANY PART OF IT, EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, THE PARTY ASSERTING THE DISPUTE SHALL FIRST TRY IN GOOD FAITH TO SETTLE SUCH DISPUTE BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY DESCRIBING THE FACTS AND CIRCUMSTANCES (INCLUDING ANY RELEVANT DOCUMENTATION) OF THE DISPUTE AND ALLOWING THE RECEIVING PARTY 30 DAYS IN WHICH TO RESPOND TO OR SETTLE THE DISPUTE.

NOTICE SHALL BE SENT TO:

- (1) To us at: Audubon Naturalist Society 8940 Jones Mill Road, Chevy Chase, MD 20815 OR
- (2) To you at: your email address provided through the Application or other information we have on file for you

BOTH YOU AND ANS AGREE THAT THIS DISPUTE RESOLUTION PROCEDURE IS A CONDITION PRECEDENT WHICH MUST BE SATISFIED PRIOR TO INITIATING ANY LITIGATION OR FILING ANY CLAIM AGAINST THE OTHER PARTY.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. OTHER RIGHTS THAT YOU AND ANS WOULD HAVE IN COURT WILL NOT BE AVAILABLE OR WILL BE MORE LIMITED IN ARBITRATION, INCLUDING DISCOVERY AND APPEAL RIGHTS. ALL SUCH DISPUTES SHALL BE EXCLUSIVELY SUBMITTED TO JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. FOR BINDING ARBITRATION UNDER ITS RULES THEN IN EFFECT IN MARYLAND, USA AREA, BEFORE ONE ARBITRATOR TO BE MUTUALLY AGREED UPON BY BOTH PARTIES.

Changes

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy here and updating the "Last Updated" date at the top of the policy. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes. That said, if we make material changes to our data practices, we will attempt to provide more direct notice to our Application users.

Contact us

If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email at CleanStreams@anshome.org.