Privacy Policy

Effective Date: November 2, 2021

We are committed to protecting your privacy. This Privacy Policy is part of our Terms of Use and is designed to help you understand how RF Catalytic Capital (“RFCC”) and its projects, through www.globalenergyalliance.org (this “Site”) collects information about you when you visit the Site and how it uses and discloses that information. This Privacy Policy applies to data that personally identifies you (“personal information”) that is collected on this Site. Your use of this Site constitutes your agreement to this Privacy Policy.

RFCC is an affiliate of The Rockefeller Foundation. For information on The Rockefeller Foundation’s privacy policy, please click here.

Collection of Personal Information

Information We Collect Directly

We have developed our Site so that you may visit it without being required to provide your name, email address or similar personal information. However, certain features of the Site may include features or services that permit you to enter contact information and other information about you, such as your name, address and e-mail address.

We may collect personal information without you entering it on the Site, including by obtaining it from public sources or from third parties, and use it to send you information we think may be of interest to you, where permitted by law. If you don’t want to receive information from us, you can follow the instructions below to stop those messages.

Information We Collect Automatically

When you interact with the Site, certain information about your use of the Site is automatically collected. This information includes your domain name and host for Internet access; the Internet address of the site from which you came; the date and time of your access; your computer’s IP address and information about its operating system, browser and host; the date and time you access the Site and the pages you visit.

Much of this information is collected through cookies, web beacons, and other tracking technologies, as well as through your web browser or device (e.g., IP address, MAC address, browser version, etc.). The tracking technologies employed when you use our Site may be first-party or third-party. We use cookies for the following purposes:

- **Performance/Analytics:** We use these cookies to analyze how the Site is accessed, used or is performing. We use this information to maintain, operate and continually improve the Site. We may also obtain information from our e-mail newsletters, to learn whether you opened or forwarded the newsletter or clicked on any of the content. This information tells us about our newsletters’ effectiveness and helps us ensure that we’re delivering information that you find interesting.
• **Advertising:** Interest-based advertising is the collection of data across different websites and/or difference devices for the purpose of tailoring advertising based on preferences or interests known or inferred from the data collected. We allow third parties, such as Google, Facebook, and Twitter, who assist us in serving advertising regarding the Site when you leave the Site, to collect or receive information from our website and elsewhere on the internet and use that information to provide measurement services and target ads.

The third-party website analytics tools that collect automated information about visitor traffic on our Site include Google Analytics. Google Analytics is a web analytics service provided by Google, Inc., on our Site. Google Analytics uses cookies or other tracking technologies to help us analyze how users interact with and use the Site, compile reports on the Site’s activity, and provide other services related to the Site’s activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google’s privacy policies. You can learn how Google collects and processes data and how to opt out of tracking of analytics by Google, by clicking here.

If you do not want to receive cookies, you may set your browser to reject them. However, if you turn cookies off, you may not have access to some of the Site’s services and features. We also may allow third parties to issue cookies, pixels, web beacons and other tracking technologies on our Site to help us compile aggregated statistics regarding the operations of our Site.

You can learn more about ad serving companies and the options available to limit their collection and use of your information by visiting the websites for the Network Advertising Initiative, the Digital Advertising Alliance, Adchoices (for Canada) and the European Interactive Digital Advertising Initiative. Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings and by resetting the advertiser ID on your Apple or Android device.

Because an industry-standard Do-Not-Track protocol has not yet been established, our information collection practices on our Site will continue to operate as described in this Privacy Policy regardless of any “Do Not Track” signals that may be sent by certain browsers. However, you may refuse to accept cookies in order to prevent tracking activities.

**Information from Social Media**

When you interact with the Site through a social media platform (such as by clicking on a social media icon linked from the Site), we may collect the personal information that you make available to us on that page, including your account ID or username and other information included in your posts. If you choose to log in to your account with or through a social networking service, we and that service may share certain information about you and your activities.

**Information Collected Under “Grants”**

You may provide us with various pieces of information when we work with you to develop a grant proposal, in the process of funding your grant, and in the process of administering the grant. We
invite individuals who have been provided with a RF Catalytic Capital grant to utilize our grantee portal. The information you provide to us during this process is used, stored, and shared under the terms of this Privacy Policy, as if it was collected through this Site.

**Use and Sharing of Personal Information**

We may use information you give us to:

- Communicate with you, including to respond to your inquiries and fulfill your requests;
- Provide, maintain, personalize, optimize, and improve the Site, including research and analytics regarding use of the Site, or to remember you when you leave and return to the Site;
- Make decisions about approving and funding grants;
- Provide you with more relevant content in email bulletins to which you may be subscribed;
- Detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal.

We may share your personal information with third party service providers, affiliates and agents who use the information to help us respond to your requests and to perform services on our behalf. We may also share information with third parties who we think have a similar mission to ours to enable them to reach you with similar or related messages. We do not rent or sell your personal information to third parties.

**Additional Information About our Information Collection and Sharing Practices**

Our Site contains links to other websites. These websites are governed by their own terms of use and privacy policies, which you should read. We are not responsible for the security or privacy of any information collected by other websites or other services. You should exercise caution, and read the third party privacy policies to understand how the third parties collect, process, share and store your information.

We may make changes to this Policy from time to time. We will post any changes, and such changes will become effective when they are posted. Your continued use of our Site following the posting of any changes will mean you accept those changes.

Subject to applicable law, we reserve the right to use or disclose your personal information to third parties in a good faith belief that such disclosure is reasonably necessary to (a) take action regarding suspected illegal activities; (b) enforce or apply our Terms of Use and Privacy Policy; (c) comply with legal process, such as a search warrant, subpoena, statute, or court order; (d) protect our rights, reputation, personal safety and property, or those of our users, affiliates or the public; or (e) enable our consultants or service providers to help us operate or fulfill your requests more efficiently.
We may change our ownership or corporate organization while providing the Site. We may transfer to another entity or its affiliates or service providers some or all information about you in connection with, or during negotiations of, any merger, acquisition, sale of assets or any line of business, change in ownership control, or financing transaction. We cannot promise that an acquiring party or the merged entity will have the same privacy practices or treat your information the same as described in this Policy.

Data Storage, Location, and Duration

We store your data in a secure manner in a restricted-access database. However, no data transmitted over the Internet can be guaranteed to be 100% secure, and WE DO NOT REPRESENT OR GUARANTEE THE SECURITY OF PERSONAL INFORMATION OR OTHER INFORMATION IN ANY FORM. Similarly, we disclaim liability for personal information submitted through our Site and you provide us with this data at your own risk. Our databases are located in the United States. If you are outside of the US, you may be located in a region with laws or regulations governing personal data collection, use or disclosure that differ from US laws, which do not have the same data protection laws as the EU and other regions. By providing your data you consent to: (i) the use of your personal data for the uses identified above in accordance with the Privacy Policy; and (ii) the transfer of your personal data to the US as indicated above and the application of US laws to the collection, use and disclosure of your personal information.

Retention of Personal Information

Personal information that we collect, access or process will be retained only as long as necessary for the fulfilment of the purposes for which it was collected, unless otherwise provided in agreements between you and RFCC or as required or authorized by law. Personal information that is no longer required to fulfill the identified purposes will be destroyed, erased or made de-identified.

Information You Provide About Others

Do not provide or allow others to provide personal information about anyone unless you, on your own behalf and on behalf of anyone whose information you provide: (a) have reviewed and agree with this Privacy Policy, and (b) are authorized to and do consent to have all data used and transferred internationally. By submitting any personal information about others you represent and warrant that you received such authorization beforehand.

For Users in the EEA and Switzerland

If you are a resident of the EEA or Switzerland, the following information applies.

Purposes of processing and legal basis for processing personal information: As explained above, we process personal information in various ways depending upon your use of our Site. We process personal information on the following legal bases: (1) with your consent; (2) as necessary to perform our agreements; and (3) as necessary for our legitimate interests in providing services where those interests do not override your fundamental rights and freedom related to data privacy.
Transfers: Personal information we collect may be transferred to, and stored and processed in, the United States or any other country in which we or our affiliates, partners, or service providers maintain facilities. We will ensure that transfers of personal information to a third country or an international organization are subject to appropriate safeguards as described in Article 46 of the General Data Protection Regulation (GDPR).

Individual Rights: If you are a resident of the EEA or Switzerland, you are entitled to the following rights. Please note: In order to verify your identity, we may require you to provide us with Personal Information prior to accessing any records containing information about you.

- The right to access. You have the right to obtain information about our processing of personal data and a copy of your personal data that we store.

- The right to rectify your data. You have the right to request that we update your personal data if it is inaccurate or incomplete.

- The right to request data erasure. You have the right to have your personal information erased from our files if the data is no longer necessary for the purpose for which it was collected, you withdraw consent and no other legal basis for processing exists, or you believe your fundamental rights to data privacy and protection outweigh our legitimate interest in continuing the processing.

- The right to restrict or object to our processing. You have the right to restrict or object to our processing if we are processing your data based on legitimate interests or the performance of a task in the public interest as an exercise of official authority (including profiling); using your data for direct marketing (including profiling); or processing your data for purposes of scientific or historical research and statistics.

- The right to lodge a complaint. You have the right to lodge a complaint about our data collection and processing actions with your data protection authority. Contact details for data protection authorities are available [here](http://www. energyaliance.org).

Use of the Site by Children

We comply with the Children’s Online Privacy Protection Act of the United States and similar laws around the world where applicable. Our Site is not specifically targeted to children, we do not actively solicit information from children, and we do not knowingly collect personal information from children without proper parental consent. If you believe that we may have collected personal information from someone under the applicable age of consent without parental consent, please write to us at the physical address set forth below in the section “Inquiries” or email info@energyaliance.org and we will promptly address the issue.

To Stop Receiving Messages From Us

If you wish to stop receiving messages from us, click on the “unsubscribe” link at the bottom of any message you receive from us.

Inquiries
Please contact the Communications Office at info@energyalliance.org or at the address and numbers listed below with respect to any inquiries about our Privacy Policy.

The Global Energy Alliance for People and Planet (GEAPP), The Rockefeller Foundation
Communications Office
420 Fifth Avenue
New York, New York 10018-2702
Tel: 212-869-8500/Fax: 212-764-3468
media@rockfound.org

Terms of Use

Welcome to the website (“Site”) of RF Catalytic Capital or one of its projects. RF Catalytic Capital (“RFCC”, “we” or “us”) is a not-for-profit public charity organized under the laws of the State of New York. These Terms of Use are an agreement between us and you; they set forth the conditions for your use of this Site, including our Privacy Policy, and all information on or submitted through this Site.

Your use of this Site or any third-party sites managed by us, or your provision to us of any content or information constitutes your agreement to these Terms of Use and any other terms and conditions that may be outlined elsewhere on this Site, including but not limited to our Privacy Policy. If you do not agree to comply with these Terms of Use in their entirety or your jurisdiction will not honor the terms of this Site, you are not authorized to use this Site, and you may not access or link to this Site or download any materials or content from this Site. We reserve the right to modify these Terms of Use at any time for any reason and without notice. You acknowledge and agree that you are responsible for keeping yourself apprised of any such changes.

Restrictions on Use of Content; Copyright

Unless otherwise noted, all materials on this Site are protected as the copyrights, trade dress and trademarks and/or other intellectual properties owned by RF Catalytic Capital, The Rockefeller Foundation and/or its grantees or affiliates, or by other parties that have licensed their material to us. We expressly reserve all rights to this Site and our materials under U.S. and international laws. You may copy or distribute the text materials contained in this Site but only for personal, non-commercial, educational or public policy use, distributed free of charge, provided that you include the following copyright notice on all copies: “RF Catalytic Capital, [2021]. All rights reserved,” and provided that attribution to any additional author is noted. The materials contained in this Site may not be modified or altered in any way. You may not copy or distribute any photograph, illustration, artwork, video, or other graphic material contained on this Site for any use without first obtaining written permission from RF Catalytic Capital (at info@energyalliance.org or the address and numbers listed below) and any other applicable copyright owner(s). Except as described above, you may not copy, distribute, enter into a database, display, perform, create derivative works of, transmit, or in any way exploit any part of our Site, including computer programs and other coding.
Trademarks

You acknowledge and agree that RF CATALYTIC CAPITAL and GLOBAL ENERGY ALLIANCE FOR PEOPLE AND PLANET (GEAPP)'s name, logo and other registered trademarks and service marks ("Our Marks") are trademarks of RFCC and The Rockefeller Foundation in the United States and other countries. You may not use Our Marks for any product or service that does not belong to us, nor in any manner that is likely to cause confusion about whether we are the source, affiliated with, sponsor of or endorser of any product or service. In addition, you may not use Our Marks in any manner that disparages or discredits us.

Registration and User Profiles

Some areas of the Site may require you to register or create a user profile as part of an application process. Completion of the process usually involves creating an account with a user name or identifier and password, which you agree to guard as confidential information and take all reasonable measures to keep secure. You agree to provide accurate, current and complete information at all times, and to update it in a timely manner. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. All information provided to us will be used in accordance with our Privacy Policy. If you provide (or if we have reasonable grounds to believe you provided) inaccurate or incomplete information, we may suspend or terminate your access, application, or participation in our programs, in addition to exercising all rights and remedies allowed by law.

You agree that all uses of the identifier created by you will be attributed to and legally bind you and may be relied upon by us and our agents, affiliates and other third parties with whom we work, including but not limited to our and their respective affiliates, current and former trustees, officers, staff and agents (collectively “Third Parties”), as being a use made by you, even if someone else uses your identifier.

Links, Frames and Metatags

You may link to the home page of our Site as long as the link does not cast us in a false or misleading light. RFCC prefers advance notice of such linking which can be provided to our Communications Office at info@energyalliance.org or at the address and numbers listed below. You may not frame the content of our Site. You may not use metatags or any other “hidden text” that incorporates Our Trademarks or our name without our express prior written consent.

Links to Other Web Sites

Our Site contains links to other websites that we think may be of interest and provide them as a convenience to you. We have no control over these other sites and our links to them do not constitute our endorsement of these websites or their content. You should be aware when you leave our Site for another, and remember that other sites are governed by their own user agreements and privacy policies, which you should be sure to read. You agree that any visits to linked sites are at your own risk and are governed by their terms and policies.

Blogs, Discussion Boards and Online Forums
Most of the information and opinions expressed in materials posted by visitors on blogs, discussion boards, lists or other similar venues of our Site ("Forums") is provided by third parties, like you. We make no representations or warranties regarding such posted materials and do not monitor, control or accept liability for any information posted to the Forums. Our forums are public, not private communications. Therefore, any personal information you voluntarily disclose may be collected and used by others and may result in unsolicited messages. We specifically disclaim responsibility for such third party usage of any information posted to the Forums.

By entering this Site or participating in or posting to any Forum, you represent and warrant to us the following: For good and valuable consideration, the receipt and sufficiency of which you acknowledge by your entry to this website or your participation in or posting to any Forum, you shall not submit, upload or post to any Forum any text, graphic material or other information or data (singly or collectively, “content”) that (1) libels, defames, invades privacy or is obscene, pornographic, abusive or threatening; (2) infringes any intellectual property or other right of any person or entity, including but not limited to, infringement of copyrights or trademarks; (3) falsifies or deletes author attributions, legal notices, or other proprietary designations; (4) violates any law; (5) contains viruses, corrupted files or other materials that may cause damage to another’s computer; (6) advertises or otherwise solicits funds or sales of goods or services, or (7) contains “lobbying” or “electioneering” materials within the meaning of the United States Internal Revenue Code of 1986, as amended. You agree not to interfere with the operation of the Site or any user’s enjoyment of the Site, including without limitation by attempting to collect personal information about users or third parties without their consent or interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Site, or violating the regulations, policies, or procedures of such networks, equipment, or servers.

Content posted on any Forum remains the intellectual property of the individual user. By posting such content on our Site, you expressly grant RFCC and The Rockefeller Foundation a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in such content, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such content is deemed nonconfidential, and RFCC and The Rockefeller Foundation shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any content.

By posting any content on any Forum, you agree to indemnify and hold harmless RFCC, The Rockefeller Foundation, and Third Parties, if any, from and against any and all third party claims, demands, fines, penalties, damages, liabilities, costs, fees, expenses or amounts of any kind or nature whatsoever, including, without limitation, attorneys’ fees, arising or resulting from or in connection with your breach of the foregoing representations and warranties to us.

Disclaimer of Warranties and Limitation of Liability

THIS SITE AND ALL CONTENT IS SUBJECT TO CHANGE AND IS PROVIDED BY US OR THIRD PARTIES “AS IS” WITHOUT ANY WARRANTY OR CONDITION, AND WITHOUT THE UNDERTAKING
OF ANY DUTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY DUTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IN THIS SITE IS WITH YOU. YOU AGREE THAT YOU WILL OBTAIN (INCLUDING VIA DOWNLOAD) ANY CONTENT AT YOUR OWN RISK.

ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES" OR OTHER DESTRUCTIVE MATERIALS TO OUR SITE, WE AND THIRD PARTIES DO NOT GUARANTEE OR WARRANT THAT OUR SITE OR MATERIALS THAT MAY BE DOWNLOADED FROM OUR SITE ARE FREE FROM SUCH DESTRUCTIVE FEATURES. WE AND THIRD PARTIES ARE NOT LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES.

WE AND THIRD PARTIES ARE NOT LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU THAT RESULTS FROM YOUR USE OF THIS SITE OR YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT OF ANY PROBLEM WITH THIS SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS SITE.

Release and Indemnity

For good and valuable consideration, the receipt and sufficiency of which you acknowledge by your entry to this Site or participation in or posting to any Forum, you hereby agree to release and waive any and all claims and/or liability against RFCC, The Rockefeller Foundation, and Third Parties, if any, arising from or in connection with your use of this Site. You also agree to indemnify and hold harmless RFCC, The Rockefeller Foundation, and Third Parties, if any, from and against any and all third party claims, demands, fines, penalties, damages, liabilities, costs, fees, expenses or amounts of any kind or nature whatsoever, including, without limitation, attorneys’ fees, arising or resulting from or in connection with your use of this Site or failure to abide by any applicable law. You also agree to cooperate fully in the defense of any of the foregoing.

Copyright Complaints; DMCA Compliance

We respect the intellectual property rights of others and request that Site users do the same. If you believe that your work has been infringed under copyright law, please follow the instructions below for notifying our Digital Millennium Copyright Act (“DMCA”) designated agent.

To file a notice of infringing material found on our Site, please provide a notification containing the following details:

1. Identification of the copyrighted work claimed to be infringed or, if multiple works, a representative list of such works;
2. Identification of the material on our Site that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;

3. Your contact information (address, telephone number and, if available, an email address);

4. A statement that you have a good faith belief that the use of the material identified in (2) is not authorized by the copyright owner, its agent, or the law;

5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and

6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest.

Please send this notice to:

By Mail:
DMCA Agent: Erica Guyer, c/o The Rockefeller Foundation, 420 Fifth Avenue, New York, NY 10018-2702 USA

By Fax:
Attn: Erica Guyer, DMCA Agent +1-212-852-8203

By Email: dmca@rockfound.org

Note to Users Outside of the United States

This Site is controlled by us from offices in the United States of America. If you choose to access this Site from locations outside the U.S. you do so at your own risk and you are responsible for compliance with any local laws. You may not use or export anything from the Site in violation of U.S. export laws, regulations, or these Terms of Use.

Termination

We reserve the right to terminate the Site and these Terms of Use at any time without notice for any reason including, in the case of the Terms of Use, for your violation of any of its provisions. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any portion thereof). The Disclaimer of Warranties, Limitation of Liability, Release and Indemnity and Governing Law Sections of these Terms of Use shall survive any such termination.

Governing Law

These Terms of Use will be governed by the laws of the State of New York applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to
the exclusive jurisdiction of the state and federal courts sitting in the State and County of New York and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Entire Agreement

These Terms of Use, including the Privacy Policy, are the entire agreement between you and us and supersede any prior understandings (oral or written).

Changes and Updates to Terms of Use

We may change or update these Terms of Use and we encourage you to refer back to it periodically. When we revise these Terms of Use we will also revise the Effective Date below.

Effective Date: November 2, 2021

Copyright

Copyright 2021 RF Catalytic Capital.
All Rights Reserved