

WESTAF AND ZAPP SOFTWARE PRIVACY POLICY

WESTAF and ZAPP Software are committed to protecting your privacy and allowing you to be in control of how your personal information is used. This policy explains how this commitment is implemented. Your use of the web application through which you accessed this policy is your agreement to the terms of this policy.

INTRODUCTION AND SCOPE

The purpose of this policy:

This policy covers how WESTAF treats personal information that it collects and receives, including information related to your use of WESTAF's services. Personal information is information about you that is personally identifiable such as your name, address, email address, or phone number, and that is not otherwise publicly available. We do not consider personal information to include information that has been made anonymous, by aggregation or otherwise, so that it does not identify a specific user.

This policy only applies to WESTAF:

This policy applies only to the collection, use and protection of personal information by Western States Arts Federation, a Colorado nonprofit corporation ("WESTAF") and its subsidiaries and affiliates, including ZAPP Software, LLC. As used in this policy, WESTAF refers to WESTAF and its subsidiaries and affiliates.

This policy does not apply to the practices of companies that WESTAF does not own or control, or to people that WESTAF does not employ or manage. In particular, this policy does not apply to personal information about you that is collected, stored and/or used by WESTAF's clients and subscribers through WESTAF's web based applications and services. See the **INFORMATION COLLECTED BY WESTAF'S CLIENTS AND SUBSCRIBERS** section of this policy, below, to better understand the distinctions relating to who collects information through WESTAF's web based applications and services.

INFORMATION COLLECTION BY WESTAF

In general:

WESTAF collects personal information when you register with WESTAF, when you use WESTAF web based services, and when you visit WESTAF pages or the pages of certain WESTAF's clients and subscribers. WESTAF also stores the information you provide for posting on its Subscriber Exchange Services, as defined below. **Registration with WESTAF:**

When you register for a WESTAF web based service, WESTAF asks for information such as your name, email address, permanent and seasonal street or mailing addresses, phone numbers, affiliations and, for artists, the medium or media in which you work (all of the foregoing information concerning a user is referred to as a "User Profile"). When you register with WESTAF and sign in to our services, you are not anonymous to us.

Transaction information:

To complete financial transactions online, WESTAF may ask you to provide a credit card number,

expiration date and limited billing information (such as a zip code of your billing address). WESTAF does not store your credit card numbers. With respect to online activity, WESTAF automatically receives and records information from your computer and browser, including, but not necessarily limited to, your IP address, WESTAF cookie information, software and hardware attributes, and the pages you request.

INFORMATION COLLECTED BY WESTAF'S CLIENTS AND SUBSCRIBERS

WESTAF provides web based application services to its clients and subscribers who then use those application services to collect, store and use personal information about you and/or to collect or exchange personal information about themselves and other third parties for their own purposes ("User Based Information"). These application services generally allow third party clients or subscribers to collect information about and provide online services to users or allow users to participate in online exchanges of information with other users and the public.

Some of the web based applications used by WESTAF's clients to collect personal information about and provide online services to you include the ZAPP® online application system (available at <http://www.zapplication.org>), the CAFÉ™ call for entry online system (available at <http://www.callforentry.org>) and the CultureGrants Online™ online grants application system (available at a variety of URLs, such as <http://www.westaf.cgweb.org>). These web based applications and others that WESTAF's clients use to collect and process applications for entry into art shows and festivals, for grants and other events and programs sponsored by WESTAF's clients are referred to in this policy as "Online Application Systems".

When WESTAF provides an Online Application System, four parties are involved: WESTAF, WESTAF's dedicated hosting provider, WESTAF's client and an applicant who is using the Online Application System to apply or register for an event, program or opportunity offered by WESTAF's client (an "Applicant"). When an Applicant uses an Online Application System, WESTAF collects and creates the Applicant's User Profile; WESTAF's client collects User Based Information which is generally much more extensive than that collected by WESTAF in its User Profile; and the User Profile and User Based Information related to that Applicant is stored on WESTAF's servers, which are hosted by its third party hosting provider.

WESTAF also provides subscriber based services that allow users to post and exchange information with other users and the public. Some of these services include job search and job listing sites (such as ArtJob™ available at <http://www.artjob.org>), listings of available working space for artists (Creative Space Agent™ available at <http://www.creativespaceagent.org>) and may include social networking sites (all of which are referred to in this policy as "Subscriber Exchange Services").

For the purposes of this policy, User Based Information is not information collected by WESTAF and, except for its storage and transmission on behalf of subscribers collecting or posting it, WESTAF does not use User Based Information for any purpose. WESTAF does not own or control the persons who collect or post User Based Information and, except for its security to the extent it resides on WESTAF's servers, WESTAF has no responsibility for the collection or use of User Based Information.

WESTAF'S USE AND SHARING OF PERSONAL INFORMATION

In general:

WESTAF uses information collected from you by WESTAF for the following general purposes: to create an

account to facilitate your use of the WESTAF service; to customize the advertising and content you see; to fulfill and bill you for your requests for products and services; to improve WESTAF services; to contact you about WESTAF's services; to conduct research; and, as a basis to provide anonymous reporting for internal and external clients.

Credit card information:

If WESTAF obtains credit card information (credit card account number and codes and/or billing information), WESTAF will only use that information for purposes of completing the specific transaction for which that information was provided and does not retain or store the credit card account numbers. In certain instances, WESTAF's merchant bank and third-party payment providers may assign or provide WESTAF with transaction numbers and other identifying information (including the last several digits of a credit card account number) concerning a specific transaction and WESTAF will retain that information.

WESTAF's sharing of your information:

Other than as noted above in this policy concerning WESTAF's use of your personal information, WESTAF will share your User Profile information, any information you post on a WESTAF Subscriber Exchange Service web site and any other personal information it has concerning you, only in the following circumstances or when it has your consent to do so:

- (1) any User Profile you create in an Online Application System will be shared with WESTAF's Online Application System clients to the extent you apply through that online system for entry into art shows and festivals, for grants and for other events and programs sponsored by those WESTAF clients,
- (2) any User Profile and other information you post on a Subscriber Exchange Service web site will be made available or provided to other subscribers and web site users as specifically disclosed on the applicable web site or as contemplated by the structure and functionality of the service. e.g., postings in public or non-password protected portions of web sites will be available to the public throughout the world wide web;
- (3) WESTAF provides information to trusted partners who work on behalf of or with WESTAF under confidentiality agreements in order for these partners to help WESTAF improve its software and web based services; these partners will have no independent right to share your information with anyone and may only use your information as directed by WESTAF;
- (4) to respond to subpoenas, court orders, or other legal process, or to establish or exercise our legal rights or defend against legal claims;
- (5) when, in good faith, WESTAF believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of WESTAF's terms of use, or as otherwise required by law;
- (6) if WESTAF is acquired by or merged with another business concern or WESTAF sells all or substantially all of its assets and business related to the service through which WESTAF collected personal information to another business concern or if any of the foregoing are subject to a written agreement contemplating such a transaction, then WESTAF will share information with the other business

concern: (a) to the extent the other business concern is bound or agrees to hold such information private under the terms of this policy or other terms deemed reasonable in WESTAF's good faith business judgment, and (2) otherwise, only with your consent; and

(7) WESTAF presently does not display targeted advertisements based on personal information, but may do so in the future; if WESTAF decides to display targeted advertising it will not provide any personal information to such advertisers, but those advertisers (including their ad servers) may assume that people who interact with, view, or click targeted ads meet the targeting criteria—for example, women ages 18-24 from a particular geographic area.

Your consent to share your personal information and any other information you post on a WESTAF web site is granted as follows: (1) when you register for a specific Online Application System, you are consenting to WESTAF making your User Profile available to the sponsor of each event and program to which you apply for participation through that online system, (2) when you register for or use a WESTAF web site or service that has as one of its primary purposes the sharing of User Profile and other user provided information with others, (3) when you complete or edit your User Profile and opt-in to your personal information being shared as provided for in the terms of your opt-in election; (4) when you post information on any public or non-password protected portion of any WESTAF web site; and (5) any other means by which you expressly grant such consent.

COOKIES

WESTAF cookies:

WESTAF may set and access WESTAF cookies on your computer. WESTAF may use web beacons to access WESTAF cookies inside and outside our network of web sites and in connection with WESTAF products and services.

Third party cookies:

If WESTAF allows third parties to show advertisements on the pages of its web sites (“advertisers”), then WESTAF may allow those advertisers to set and access their cookies on your computer. Any advertiser's use of their cookies is subject to their own privacy policies, not this one. Advertisers and other third parties do not have access to WESTAF's cookies.

CONFIDENTIALITY AND SECURITY

We take appropriate, industry standard security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data we collect and/or store. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. WESTAF web based applications adhere to the policies set forth by its enterprise-level hosting provider and those that collect payments through the internet comply with the Payment Card Industry (PCI) Data Security Standards (DSS) Requirements and Security Assessment Procedures.

We restrict access to personal information to WESTAF employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Adherence to these measures and standards do not assure that personal information we collect and/or store will be kept secure under all circumstances at all times.

GENERAL

Your Ability to Edit Your Account Information and Preferences:

You can edit your WESTAF User Profile, including your options on communications from WESTAF and its clients (your opt-in and opt-out preferences), at any time. You can also contact WESTAF if you wish to disable your User Profile. Your User Profile will remain in our archived records after your account has been disabled.

WESTAF's right to communicate with you:

So long as you maintain a WESTAF User Profile, WESTAF reserve the right to send you certain communications relating to the WESTAF services, such as service announcements, administrative messages and changes in terms and conditions of use, that are considered part of your WESTAF account, without offering you the opportunity to opt out of receiving them.

Effect of WESTAF's General and Specific Terms of Use:

This policy describes WESTAF's intended use, sharing and protection of personal information. Nothing in this policy is a warranty against unintentional disclosure or piracy of any information nor a warranty that WESTAF will accurately store, retrieve and/or transmit any information. WESTAF's responsibilities and liabilities under this policy are subject to WESTAF's General Terms of Use applicable to WESTAF's Services and web applications which supersede anything to the contrary in this policy.

CHANGES TO THIS PRIVACY POLICY

WESTAF may update or change this policy from time to time, but no change that substantially reduces your rights under this policy will affect you without your consent. We will notify you about substantial changes in your rights under this policy by sending a notice to the primary email address specified in your WESTAF account or to any address in your User Profile or by placing a prominent notice on our web sites affected by the change in policy (a "Substantial Change Notice"). WESTAF will consider your use of any such web sites for more than thirty (30) days following a Substantial Change Notice to be your consent to the change in policy identified in such Substantial Change Notice.

December 21, 2010