



Housing Authority of the Cherokee Nation

# Privacy Policy, Terms & Conditions for Websites, Web Portals, and SMS Uses

Understanding Terms of Use, How Your Information Is Collected, Used, and Protected

## Introduction

At the Housing Authority of the Cherokee Nation (HACN), your privacy is our priority. This Privacy Policy outlines how we collect, use, manage, and protect your personal information when you interact with our website, web portals, SMS and other HACN services. By using our web services, you agree to the terms outlined in this policy.

## Scope of the Policy

This Privacy Policy applies to information collected through:

- Our websites and web portals
- SMS interactions initiated by the user or HACN

It does not cover third-party websites or services that you may access through our platforms.

## Information We Collect

### Website and Web Portals

When you visit our websites and web portals, we may collect:

- Personal Identifiable Information (PII): Name, Address, various ID#s, email address, phone numbers, household composition, income, and other details you provide through forms or account creation.
- Employment Information: Resumes, education and job histories, certifications, and other employment or verification information.

- Usage Data: Pages visited, time spent on the site, and interaction with features.
- Technical Data: IP address, browser type, device information, and cookies.

## SMS Services

Through SMS, we may collect:

- Your mobile number
- Text responses or queries you send
- Opt-in or opt-out preferences

## How We Use Your Information

### Website and Web Portals

The PII information collected is used for determining eligibility for services provided through HACN. Without this information your application for approval as a prospective participant or borrower may be delayed or rejected. The information requested in our forms is authorized by TITLE 38, USC, Chapter 37 (if VA by 12 USC, Section 1701 BT.SEQ;(if USDA/FmHA).

### SMS Services

Your SMS interactions are used to:

- Communicate information regarding your application for service or employment application
- Provide timely alerts or confirmations
- Manage subscription preferences

## Sharing of Information

We do not sell or rent your personal information to third parties. However, we may share it with:

- Cherokee Nation Service providers who may provide additional services
- Service providers who assist in web portal operation, data analysis, and SMS delivery
- Legal authorities if required by law

## How We Protect Your Information

We implement industry-standard security measures to safeguard your information. These include:

- Encryption for sensitive data
- Secure servers and firewall protection
- Regular system audits to identify vulnerabilities

## Your Rights

You have the right to:

- Access your personal data
- Request corrections to inaccurate information
- Withdraw consent for SMS subscriptions or web services
- Delete your data (subject to legal and operational requirements)

## Cookies and Tracking Technologies

Our websites use cookies to enhance user experience. Cookies may collect:

- Session data
- Preferences for personalized content

You can disable cookies through your browser settings, though this may affect the website's functionality.

## SMS Opt-In and Opt-Out Policies

Users can opt-in to receive SMS alerts by:

- Providing consent during account registration
- Responding to communicated messages

To opt out, you can:

- Reply with “STOP” to any SMS
- Contact our support team directly

## Third-Party Links

Our website may contain links to third-party sites. We are not responsible for the privacy practices or content of these sites. We encourage you to review their privacy policies independently.

## No Warranties; Limitation of Liability

You are responsible for any acts or omissions relating to your use of HACN Website, portals, or SMS services, and for any damage incurred as a result thereof. HACN Website, portals, or SMS services IS PROVIDED TO YOU "ASIS" WITHOUT WARRANTY OF ANY KIND. WE DO NOT, AND OUR SUPPLIERS DO NOT,

- (I) WARRANT THE RELIABILITY OR AVAILABILITY OF HACN Web portals or SMS services, OR
- (II) GUARANTEE THAT HACN Website, portals, or SMS services WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT DEFECTS WILL BE CORRECTED. WE AND OUR SUPPLIERS EACH DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS AND IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS, ALL RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, AND LOST PROFITS, REVENUES OR DATA. IF YOU ARE DISSATISFIED WITH HACN Web portals or SMS services, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING HACN Website, portals, or SMS services.

## Indemnification

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR SUPPLIERS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF HACN Website, portals, or SMS services.

## Termination

HACN Website, portals, or SMS services may terminate at any time. Your account access may be terminated, suspended or deleted, at any time and for any reason, without providing notice to you.

## No Unlawful or Prohibited Use

You may not use HACN Website, portals, or SMS services for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms, or in any manner which could damage, disable, overburden, or impair, or interfere with any other party's use and enjoyment of HACN Website, portals, or SMS services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through HACN Website, portals, or SMS services.

## Contact Information

For questions or concerns regarding this Privacy Policy, please contact:

- Email: [services@hacn.org](mailto:services@hacn.org)
- Phone: 918.456.5482
- Mailing Address:

PO BOX 1007  
Tahlequah, Oklahoma 74465-1007

## Changes to the Privacy Policy

We reserve the right to update this Privacy Policy as technology and legal requirements evolve. Updates will be posted on our website, and significant changes may be communicated via email or SMS.

## Conclusion

Your privacy matters to us. By using our websites, web portals, and SMS services, you trust Housing Authority of the Cherokee Nation with your personal information, and we are committed to maintaining that trust through transparency and security.

These terms are governed by the laws of the Cherokee Nation. Any cause of action or claim you may have with respect to HACN Website, portals, or SMS services must commence within one (1) year after the claim or cause of action arises. Our failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. We may assign our rights and duties to any party at any time without giving notice to you and may provide services to you through our business partners and suppliers. Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these terms is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of HACN Website, portals, or SMS services, or information provided to or gathered by us with

respect to such use. If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect. Unless specified otherwise as you use HACN Website, portals, or SMS services, these Terms constitute our entire agreement with respect to HACN Website, portals, or SMS services and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to HACN Website, portals, or SMS services.