



Terms and Conditions

W.I.N.S. — Wiregrass Infant Net for Safety

PREVISE SOLUTIONS, LLC

PREPARED FOR

Alabama Department of Public Health — Southeastern District

PREPARED BY

Previse Solutions, LLC

EFFECTIVE DATE

July 1, 2026

Terms and Conditions

W.I.N.S. — Wiregrass Infant Net for Safety. Issued by: State of Alabama, Department of Public Health — Southeastern District. Effective Date: 07/31/2026. Last Revised: 07/31/2026.

1. Introduction and Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the W.I.N.S. — Wiregrass Infant Net for Safety Application ("Application"), operated by the State of Alabama, Department of Public Health, Southeastern District ("ADPH-Southeastern District," "the Department," "we," "us," or "our"). By downloading, installing, or using this Application, you ("User" or "Caregiver") agree to be bound by these Terms.

If you do not agree to these Terms, you must immediately discontinue use of the Application and uninstall it from your device.

By accessing or using the Application, the User expressly acknowledges and agrees that the Application is operated by the State of Alabama and that all use of the Application, regardless of the User's geographic location, is subject to the laws of the State of Alabama.

This Application is a public health resource. All educational content within the Application is freely accessible to the general public without registration. Account registration is required only for personalized safety features that involve location-based child vehicle monitoring, push notifications, vaccine reminder services, and weather alerts.

2. Definitions

- **"Authorized User"** means a parent, legal caregiver, or authorized caregiver who has completed registration and identity verification within the Application.
- **"Child Profile"** means any data entered into the Application pertaining to a minor, including a caregiver-assigned name, date of birth, avatar/photograph, and related identifiers.
- **"CPSC"** means the U.S. Consumer Product Safety Commission, the federal agency responsible for protecting the public from unreasonable risks of injury or death associated with consumer products.
- **"PHI" (Protected Health Information)** means any health-related information that is linked or reasonably linkable to an individual, as defined under HIPAA (45 C.F.R. § 160.103), where applicable.

- **"PII" (Personally Identifiable Information)** means any data that could directly or indirectly identify an individual, including but not limited to name, date of birth, location data, and device identifiers.
- **"Location Data"** means real-time or historical geographic coordinates collected from a User's device for the purpose of vehicular heatstroke alert detection and weather alert delivery.

3. Eligibility and Account Registration

1. The educational content within this Application is available to the general public without restriction. Account registration is available to any adult (16 years of age or older) who is a parent, legal caregiver, or authorized caregiver of a minor child and wishes to access personalized safety features, including vehicular heatstroke alerts, push notifications, vaccine reminders, and weather alerts.
2. Users must provide accurate, current, and complete registration information. Providing false or misleading information constitutes a violation of these Terms and may result in immediate account termination.
3. Users are responsible for maintaining the confidentiality of their login credentials and for all activities conducted through their account.
4. **Acknowledgment of Governing Law.** During registration, Users must accept these Terms and acknowledge that Alabama laws govern usage regardless of the User's location.

4. Child Profile Data

1. **Data Collected.** The Application collects and stores the following Child Profile information:
 - A caregiver-assigned name for each child (full legal name is not required)
 - Date of birth
 - Profile avatar (photograph or illustration uploaded by the caregiver)
 - Any additional descriptors voluntarily provided by the caregiver for profile identification purposes
2. **Purpose of Collection.** Child Profile data is collected solely to enable the Application's personalized safety features, including vehicular heatstroke alerts, vaccine reminders, CPSC product recall notifications relevant to infant and child safety, and location-based weather alerts.

3. **Data Minimization.** The Department collects only the minimum data necessary to fulfill the Application's stated safety functions. We will not obtain PII about you unless you voluntarily provide it. All PII and PHI collected through the Application is handled in accordance with the Privacy Statement set out in Section 5 of these Terms and with ADPH's published privacy policies, available at alabamapublichealth.gov/about/policies.html.
4. **Caregiver Control.** Authorized Users may update, correct, or delete Child Profile data at any time through the Application's account settings. Upon deletion request:
 - Child Profile data is removed immediately from the live Application environment
 - Residual copies in backup and archive systems will be permanently purged within 30 days

5. Privacy Statement

1. **No Commercial Marketing.** ADPH-Southeastern District expressly prohibits the commercial marketing of any User or visitor information collected through this Application. PII will not be disclosed to any third party without the prior consent of the User, except as required by law.
2. **Email and Contact Information.** If a User provides an email address or contact information during registration, that information will be used solely to respond to inquiries, address issues identified by the User, improve the Application, or forward communications to the appropriate ADPH division for action. It will not be used for marketing purposes.
3. **Cookies and Session Data.** The Application may use cookies or equivalent session tokens to carry User information between screens or features (for example, to retain login state). This information is not stored permanently on ADPH servers but resides on the User's device. Session cookies are set to expire at the end of each session; when the User closes the Application or logs out, session data is cleared.
4. **Statistical and Usage Data.** The Application's servers may collect and store the following non-personally identifying statistical information to help ADPH-Southeastern District analyze usage and improve the Application:
 - The domain name from which the User accesses the Application
 - The date and time of access
 - General usage patterns and feature interactions (aggregated and de-identified)

This information is used solely to measure engagement across Application features and to make the Application more useful to the public. It is not linked to individual User identities.

6. Location Access

1. **Permission Required.** Registered Users who opt into the vehicular heatstroke alert and weather alert features must grant location access to enable these functions. Users will be prompted to grant location permissions when enabling these features.
2. **Types of Location Data Collected:**
 - Real-time device location used for vehicular heatstroke alert detection and weather alert delivery
 - Historical location logs (retained for up to 30 days, configurable by the caregiver)
3. **Purpose of Location Access.** Location data is used exclusively to:
 - Detect when a registered device remains stationary in a vehicle under conditions that may pose a heat risk to a child
 - Deliver vehicular heatstroke alert notifications to the caregiver
 - Deliver location-relevant severe weather alerts to the caregiver
4. **Background Location.** With explicit User consent, the Application may collect location data while running in the background to support the following features:
 - Vehicular heatstroke alert detection
 - Severe weather alerts, including but not limited to: Thunderstorm Warnings, Flood Alerts, Tornado Warnings, Tornado Watches, and other National Weather Service advisories applicable to the User's location

Users may revoke background location permission at any time through their device settings; however, doing so will disable both the vehicular heatstroke alert and weather alert features.

5. **Third-Party Location Sharing.** Location data will **not** be sold, licensed, or shared with third-party advertisers, commercial entities, emergency services, or law enforcement under any circumstances, except as required by valid legal process.
6. **User Consent to Location Access.** By enabling location-based features, the User provides explicit consent for the Application to access, collect, and process GPS location data for safety alerts and notifications.

7. Notifications

1. **Types of Notifications.** The Application may send the following categories of push notifications to registered caregivers:
 - Vehicular heatstroke alerts based on device location and environmental conditions

- Vaccine reminder alerts based on the child's date of birth and immunization schedule
 - Product safety recall notifications issued by the CPSC relevant to infant and child products
 - Severe weather alerts, including Thunderstorm Warnings, Flood Alerts, Tornado Warnings, Tornado Watches, and other National Weather Service advisories
 - System and account notifications (e.g., password changes, profile updates)
 - Application updates and maintenance notices
2. **Opt-Out.** Users may manage notification preferences within the Application settings or through their device's notification controls. Note that disabling safety-critical alerts (e.g., vehicular heatstroke alerts, weather alerts) may impair the Application's core protective functionality.
3. **No Marketing Notifications.** The Application will not send promotional, advertising, or marketing push notifications of any kind.

8. Security Statement

1. ADPH-Southeastern District considers the security of User and child data critical. The Department handles all Application data with a commitment to maintaining a secure environment that fulfills all confidentiality requirements. Documented steps are taken to safeguard information according to established security standards and procedures, and the Department continually evaluates technology advances for protecting information.
2. **Data Security Measures.** The Application's data infrastructure is hosted and encrypted through Supabase, which provides encrypted API communications and secure cloud data storage. Additional security measures include:
- AES-256 encryption for data at rest
 - TLS 1.2 or higher for all data in transit
 - Role-based access controls limiting data access to authorized ADPH-Southeastern District personnel only
3. **Third-Party Security Audits.** The Department may engage qualified third-party security auditors to periodically assess the Application's security posture, including vulnerability assessments and compliance reviews. Such auditors operate under binding confidentiality obligations and are prohibited from using data accessed during audits for any independent purpose.

4. **Data Breach Notification.** In the event of a data breach involving PII or PHI, the Department will notify affected Users in accordance with the Alabama Data Breach Notification Act (Ala. Code § 8-38-1 et seq.) within the legally required timeframe.

9. PII and PHI Compliance

1. **Applicable Law.** The Department complies with all applicable federal and state privacy laws governing the collection and use of PII and PHI, including but not limited to:
 - The Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq.
 - The Health Insurance Portability and Accountability Act (HIPAA), where PHI is involved
 - The Alabama Data Breach Notification Act (Ala. Code § 8-38-1 et seq.)
 - Applicable provisions of the Family Educational Rights and Privacy Act (FERPA), where applicable
2. **COPPA Compliance.** Because this Application processes data about children under the age of 13, the Department implements COPPA-compliant practices, including:
 - Verifiable parental/caregiver consent prior to data collection
 - The right to review, correct, and delete a child's PII
 - No conditioning of participation on disclosure of more information than is reasonably necessary
3. **PHI.** To the extent any health-related information about a child is collected (e.g., vaccination records or health-related reminders), such data will be treated as PHI and protected under applicable HIPAA standards, including appropriate administrative, technical, and physical safeguards.

10. Data Usage and Sharing Limitations

1. **Permitted Uses.** Data collected through this Application is used solely for the following purposes:
 - Delivering the safety and notification features of the Application, including vehicular heatstroke alerts, weather alerts, and vaccine reminders
 - Sending CPSC recall alerts relevant to the child's profile
 - Improving Application functionality (using de-identified, aggregated data only)
 - Complying with valid legal process or court orders

2. **Prohibited Uses.** The Department expressly prohibits the following uses of collected data:
 - Sale or commercial licensing of any User or Child Profile data to third parties
 - Use of data for targeted advertising or behavioral profiling
 - Sharing data with non-governmental third parties without explicit caregiver consent, except as required by law
 - Use of data for purposes unrelated to child and infant public health safety
3. **Government Agency Sharing.** Data may be shared with other Alabama state agencies strictly on a need-to-know basis and only for purposes directly related to the Application's public health mission or a legal obligation, subject to the case-by-case authorization requirement in Section 10.7.
4. **Service Providers.** The Department may engage vetted third-party service providers (e.g., Supabase for infrastructure, security auditors) who process data on our behalf under binding Data Processing Agreements (DPAs) that prohibit independent use of the data.
5. **Legal Disclosures.** The Department may disclose User or Child Profile data if required by law, subpoena, or court order.
6. **Retention Policy.** Data is retained only as long as necessary to fulfill the purposes described herein or as required by applicable state records retention laws. Upon account deletion:
 - Active Child Profile data is deleted immediately from the live Application environment
 - Residual copies in backup and archive systems are permanently purged within 30 days
 - Anonymized, aggregated usage data may be retained indefinitely for public health program evaluation
7. **Internal and External Sharing Approvals.** Data collected through this Application may be shared within ADPH only through the appropriate internal approval channel. Any sharing beyond ADPH, including with other Alabama state agencies, national entities, or other governmental agencies, shall be evaluated and authorized on a case-by-case basis.

11. Accessibility Statement

ADPH-Southeastern District strives to make the W.I.N.S. Application accessible to all users, including individuals with disabilities, and works to align with the WCAG 2.1 AA

guidelines. If you encounter any accessibility barriers within the Application, please contact us using the information in Section 17 so that we may address the issue promptly.

- Written information in alternative formats (large print, audio, accessible electronic formats)
- A completed Spanish version will be completed soon.
- Alternative languages other than English and Spanish are in consideration for the future.

To request communication assistance, contact ADPH's Civil Rights Coordinator at 334-206-9494.

12. Nondiscrimination Statement

ADPH-Southeastern District and the U.S. Department of Health and Human Services (HHS) comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex in the provision of this Application or its services.

To file a discrimination grievance, contact:

Civil Rights Coordinator

Alabama Department of Public Health

RSA Tower, Suite 1698 | 201 Monroe Street | Montgomery, AL 36104

Phone: 334-206-9494 | Fax: 334-206-3735

Email: civilrights@adph.state.al.us

Complaints may also be filed with the U.S. Department of Health and Human Services, Office for Civil Rights at 1-800-368-1019 or via the [HHS OCR Complaint Portal](#).

13. User Responsibilities

1. Users agree to:

- Use the Application solely for lawful child safety and public health purposes
- Not share account credentials with unauthorized individuals
- Promptly update their account if their caregiver status changes
- Not attempt to reverse-engineer, hack, or misuse the Application

2. Misuse of the Application — including using it to monitor individuals without lawful authority — is strictly prohibited and may constitute a criminal offense under Alabama law.

14. Disclaimers and Limitation of Liability

1. The Application is provided as a supplemental public health and safety tool and does not guarantee the prevention of harm to any child.
2. The State of Alabama and the Department are not liable for any indirect, incidental, or consequential damages arising from reliance on the Application, including missed notifications, service interruptions, or technical failures.
3. Sovereign immunity principles applicable under Alabama law govern the Department's liability to the fullest extent permitted.

15. Modifications to These Terms

The Department reserves the right to update these Terms at any time. Material changes will be communicated via in-app notification and/or email to registered Users. Continued use of the Application following notice of changes constitutes acceptance of the revised Terms.

16. Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Alabama. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of the State of Alabama. Users consent to personal jurisdiction in the courts of the State of Alabama regardless of their physical location.

17. Contact Information

For questions, privacy requests, data subject rights inquiries, or to report an accessibility issue, please contact:

Alabama Department of Public Health — Southeastern District

W.I.N.S. at: wins@adph.state.al.us

For general ADPH inquiries: alabamapublichealth.gov/about/contact.html

This document was prepared for official use by the Alabama Department of Public Health, Southeastern District in connection with the W.I.N.S. — Wiregrass Infant Net for Safety program. It should be reviewed by ADPH legal counsel before publication.