

Data Collection, Management & Privacy Policy

revised 8-17

At the Delaware Area Chamber of Commerce (Chamber) your privacy and information is of utmost importance. The Chamber staff is committed to maintaining the trust and confidence of our members and visitors to our web site and access to our membership directory. We take privacy concerns seriously. The following policy is designed to explain the way information is collected and used, so that everyone will feel secure in visiting and utilizing our site and being included in the Chamber database.

Web Site Statistics

The Chamber reviews the number of "hits," "unique visitors," and "page views" for its own statistical information purposes only. We make no attempt to link hits with the individuals who actually browse the site. No personal information is available on who has visited the site.

Visitors Access

You can access our web site, www.DelawareAreaChamber.com, and browse our site without disclosing your personal information.

Personal Information

This policy applies to all information collected or submitted on this web site. We do not collect personal identifying information on visitors to our web site except

- to the extent that your web browser provides information to our web server (for example, your i.p. address or the site you link from); or
- to the extent that you provide information to us in an information request message or other Chamber correspondence.

We do not collect information about our visitors from other sources such as private records, other websites, or other means of "email ranking." The Delaware Area Chamber of Commerce utilizes "cookies" strictly to track the user for the duration of their visit to our web site for the sole purpose as mentioned above, for Chamber analytical use only. No personally identifiable information is stored in the cookie and it is not used for any subsequent tracking once the user leaves the site.

Database

The Chamber maintains an up-to-date Chamber membership database on secure servers as described in the MicroNet, Inc. Privacy Policy report. All membership information is retained and maintained in this online database provided by MicroNet, Inc., a leading database management software partner with the most advanced security infrastructure available on the market (only the Military and CIA use stronger encryption methods). The information collected in this database is for Chamber use only.

Membership in the Chamber is an implied effort by the member to be known within the membership and the community as a member in good standing who wishes to be contacted for services and/or products.

This being said, on the *Chamber website*, members' contact names, addresses, websites, are available online in the accessible membership directory. For *printed publications* such as the annual Chamber membership directory, member businesses are listed with phone, fax, addresses and websites when available. The Chamber does provide an electronic or printed membership database directory excluding email to members free of charge and to non-members for a fee.

Email Addresses from Information Requests and from Members

We only use return email addresses to answer the email requests we receive. These email addresses are not added to our databases, nor sold or given to any other parties. Only Chamber members who provide their email addresses for use in the Chamber online database, contact for business or service solicitation from public, or other implied consent for use will be contacted via email. Please see our Email Protection and Privacy Policy for any clarification.

Links

The Chamber links to other member sites, or official sites for business related matters. The Chamber is not responsible for the privacy practices or the content of such websites.

Event Registration, Online Membership Renewal or New Application

If you choose to register for events, or join/renew your membership on our web site, you will be required to give personal contact information. This information is kept secure on a separate *secure* server detailed in the MicroNet, Inc. Privacy Policy. In addition to providing the foregoing information, if you choose to correspond further through email, we may retain the content of your email messages together with your email address as proof of registration.

How to Correct Your Information

Any requests for modifying, correcting, updating, or deleting your personal record must be provided to the Chamber. Mail corrections to: 32 S Sandusky St, Delaware, OH 43015, email to dachamber@DelawareAreaChamber.com, call 740-369-6221 or members can log into the Member Information Center via www.chamberlogin.com.

Changes in Privacy Policy

We reserve the right to change this policy at any time by posting a new privacy policy on our website.

Email Protection & Privacy Policy

The Chamber has created this email privacy policy to demonstrate our firm commitment to our members' privacy and the protection of their electronic information.

If you have received an email from the Chamber, it will state *name@DelawareAreaChamber.com* (www.DelawareAreaChamber.com)

- Your email address is either listed with us as a contact who has expressly shared this email address for the purpose of receiving information in the future (opt in), OR
- You have registered or purchased or have an existing membership with us, in which you provided the Chamber with your email address for communication purposes. This includes your email availability to interested parties on the chamber website www.DelawareAreaChamber.com

We will NEVER sell, or rent individual email information with anyone without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees of the Chamber managing this information for Chamber purposes, i.e. contact for information, updates of events, referrals from interested parties, etc.

Each of our broadcast emails (HTML) via MicroNet, Inc.'s communication module out of their ChamberMaster product or other means contains an easy, automated way for you to cease receipt of Chamber emails from us. If you wish to do this, simply click the link on the bottom of the email.

Please send any suspicious, unsolicited or other electronic correspondence that is purported to be sent from our database with an unknown sender or non-chamber related email address. Send those emails to dachamber@DelawareAreaChamber.com for our review and action. If you have any questions, please do not hesitate to contact us.

Delaware Area Chamber of Commerce Terms of Use

The Chamber recognizes the importance of respecting your privacy and has an established privacy policy as a result. We encourage you to carefully read the Chamber's Privacy Policy.

Copyright

The Site contains copyrighted material, trademarks, trade dress and/or other intellectual property owned or controlled by the Chamber and/or its affiliates including (but not limited to) text, software, photos, video, graphics, music and sound. The Chamber as a whole is protected by copyright and trade dress, and all worldwide rights, titles and interests in and to which are owned by the Chamber. Unless otherwise noted, the Chamber owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. You may download copyrighted material for Subscriber's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the Chamber and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

Trademarks

The Chamber's logo is a trademark of The Delaware Area Chamber of Commerce in the United States and other countries; therefore, derivations are protected under copyright laws. The Chamber's trademark may not be used in connection with any product or service that is not the Chamber's, including any use that is likely to cause confusion in the marketplace, or in any manner that disparages or discredits the Chamber. All other trademarks not owned by the Chamber that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Chamber.

Use of this site

Use this Site is for lawful purposes only. This Site and all its contents are intended solely for personal, non-commercial use. No right, title or interest in any downloaded materials or software is transferred as a result of any downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Site or any related software. All software used on this site is the property of the Chamber or its suppliers and protected by U.S. and international copyright laws.

Additionally, you may not use the Site to send unsolicited advertising, promotional material, or other forms of solicitation to other users, except in specified areas, if any, which are designated for such a purpose.

Site Security

Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email posting. Violations of system or network security may result in civil or criminal liability. The Chamber will investigate occurrences that such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from the Chamber on this Site and other than generally available third party web browsers (e.g., Mozilla Firefox, Microsoft Internet Explorer).

Export

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations - including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any content derived from the Site to either a foreign national or a foreign destination in violation of such laws.

Links to Delaware Area Chamber of Commerce Member Websites

This Site is provided for the convenience of consumers who want to learn more about the Chamber and members of the Chamber. Websites of many Chamber members are linked to this Site. These member sites are maintained by individual Chamber members or by a contracted third party. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their web sites. The Chamber does not assume any responsibility or liability for the actions, product and content of all these and any other third parties.

User Comments, Feedback, Postcards and Other Submissions

We welcome your comments regarding the Site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") submitted by you shall be and remain the exclusive property of the Chamber. Your submission of any such comments shall constitute an assignment to the Chamber of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the comments. The Chamber will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not intend to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

Indemnification

You agree to defend, indemnify and hold the Chamber harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site.

Disclaimer

You expressly agree that use of the Site is at your sole risk. The Site is provided on an "as is," "as available" basis and the Chamber specifically disclaims warranties of any kind, either expressed or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. Neither the Chamber, nor its affiliates, nor any of its officers, directors, or employees, agents, third-party content providers ("Providers"), merchants ("Merchants"), sponsors ("Sponsors"), licensors ("Licensors"), or the like (collectively, "Associates"), warrant that the Site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Site, or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through the Site; except as otherwise expressly stated on the Site.

Under no circumstances shall the Chamber or any other party involved in creating, producing, or distributing the Site be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Site, including but not limited to reliance by you on any information obtained from the Site or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to the Chamber's records, programs, or services. You hereby acknowledge that this paragraph shall apply to all content, merchandise, and services available through the Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

Termination of Usage

The Chamber may terminate or suspend your access to all or part of the Site, without notice, for any conduct that the Chamber, in its sole discretion, believes is in violation of any applicable law or is harmful

to the interests of another user, a third-party Provider, Merchant, Sponsor, Licensor, service provider, or the Delaware Area Chamber of Commerce.

General

This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of the Chamber to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the Chamber's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under Ohio law as such law applies to agreements between residents entered into and to be performed within Ohio. Any action or proceeding arising out of or related to this Agreement or your use of this Site must be brought in the state or federal courts of Ohio. The Chamber further reserves the right to change the Terms of Use at any time. If the Chamber makes any change to the Terms of Use, the Chamber shall post the changes on this page of the Site and they shall become effective upon posting.