# Data Collection, Management & Privacy Policy

At the Rockport-Fulton Chamber of Commerce your privacy and information is of utmost importance. The Rockport-Fulton Chamber of Commerce 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," "pageviews," and "advertisement clicks· for its own statistical information purposes only. We make no attempt to link hits with the individuals who actually browse the site. Advertisers who request the amount of clicks/hits or other website statistics will be given this information for them to evaluate their return on investment on website advertising. No personal information is available on who has visited the site.

## Visitors Access

You can access our web site home page, www.rockport-fulton.org, and browse our site without disclosing your personal information. Our web site does not enable our visitors to communicate with other visitors or to post information to be accessed by others.

## 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 ip address or the site you link from); or
- to the extent that you provide information to us in an email 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 Rockport-Fulton 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 Rockport-Fulton Chamber of Commerce maintains an up-to-date Chamber membership database on a secure server. The information collected in this database is for Chamber use only. Membership in the Chamber of Commerce 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, and emails (if member wishes to be published) are available online in the accessible membership directory. For *printed publications* such as the annual Chamber membership directory, member businesses are listed with email addresses and web sites when available. The Chamber does not provide the entire membership database on CD. It does provide, however, the printed membership directory to members free of charge.

## Emails

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 physical addresses and phone numbers provided by visitors requesting relocation or visitor information may be shared with subscribing chamber member businesses for the purposes of marketing their products/services. 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 Rockport-Fulton Chamber of Commerce links to other member sites, or official sites for business related matters. The Rockport-Fulton Chamber of Commerce is not responsible for the privacy practices or the content of such web sites.

## Event Registration or Online Membership Renewal or New Application

If you choose to register for events, or join/renew your membership by using your credit card on our web site, blog or emails, you will be required to give personal contact information as well as credit card information. Credit card information is kept secure on a separate *secure* server. 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 Rockport-Fulton Chamber of Commerce. Mail corrections to: 319 Broadway, Rockport, TX 78382, email to membership@1rockport.org, or call 361-729-6445.

*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 Rockport-Fulton Chamber of Commerce has created this email privacy policy to demonstrate our firm commitment to our member's privacy and the protection of their electronic information.

If you have received an email from the Rockport-Fulton Chamber of Commerce, it will state *name*@1rockport.org (www.1rockport.org or www.rockport-fulton.org)

- 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 Rockport-Fulton Chamber of Commerce with your email address for communication purposes. This includes your email availability to interested parties on the chamber website www.rockport-fulton.org

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 Constant Contact 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 on the OPT OUT option on the bottom of the email, or reply with REMOVE in the subject line of an email to us.

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 membership@1rockport.org for our review and action. If you have any questions, please do not hesitate to contact us.

# Rockport-Fulton Chamber of Commerce Terms of Use

Welcome to www.rockport-fulton.org (the "Site"), the website of The Rockport-Fulton Chamber of Commerce ("RFCC"). The RFCC provides these services to you subject to the following conditions. By accessing any areas of the Site, you agree to be legally bound and to abide by the terms set forth below. In addition, when you visit or purchase from any business affiliated with the RFCC, whether or not included within the RFCC's website, you also will be subject to the guidelines and conditions applicable to such service or business.

## PRIVACY POLICY

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

## COPYRIGHT

The Site contains copyrighted material, trademarks, trade dress and/or other intellectual property owned or controlled by the RFCC and/or its affiliates including (but not limited to) text, software, photos, video, graphics, music and sound. The RFCC 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 RFCC. Unless otherwise noted, the RFCC 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 RFCC 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

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## USE OF THIS SITE

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## 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 RFCC 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 RFCC on this Site and other than generally available third party web browsers.

## 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 RFCC MEMBER WEB SITES

This Site is provided for the convenience of consumers who want to learn more about the RFCC and Members of the RFCC. Web sites of many RFCC Members are linked to this Site. These Member sites are maintained by individual RFCC 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 RFCC 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 RFCC. Your submission of any such Comments shall constitute an assignment to the RFCC of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. The RFCC 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.

## PRODUCT INFORMATION

The prices displayed at the Site are quoted in U.S. Dollars and are valid and effective only in the United States. All products are offered subject to availability. Prices, promotions and/or discounts may be changed at any time without notice. The RFCC

makes every effort to display the colors of our products as accurately as possible on the website. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

## INDEMNIFICATION

You agree to defend, indemnify and hold the RFCC 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 RFCC 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 RFCC, 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 RFCC 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 RFCC'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 RFCC may terminate or suspend your access to all or part of the Site, without notice, for any conduct that the RFCC, 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 RFCC.

## 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 RFCC to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the RFCC's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under Texas law as such law applies to agreements between Texas residents entered into and to be performed within Texas. 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 Texas. The RFCC further reserves the right to change the Terms of Use at any time. If the RFCC makes any change to the Terms of Use, the RFCC shall post the changes on this page of the Site and they shall become effective upon posting.