

# Terms of Use & Privacy Policy

At the Forsyth County Chamber your privacy and information are of utmost importance. The Forsyth County 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," "page views," 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.focochamber.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 Forsyth County Chamber 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 Forsyth County Chamber maintains an up-to-date Chamber membership database on a secure cloud-based server hosted by Weblink International. 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. Therefore, 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 lists are available upon request for Chamber members only.

#### **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 Forsyth County Chamber links to other member sites, or official sites for business related matters. The Forsyth County Chamber 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 you can do so by visiting: www.focochamber.org. You will be required to logon to your member portal by entering your username and password. If you forgot your password you can follow the link "forgot password" to have your password sent to you. To register for events or to renew your membership 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 Update Your Contact Information**

Any online requests for modifying, correcting, updating, or deleting your personal record will be reviewed by the Forsyth County Chamber. Approval process can take up to 48 hours. You can also email us with any profile update requests at fccoc@focochamber.org or call us at 770-887-6461.

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 Forsyth County Chamber 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 Forsyth County Chamber, it will state fccoc@focochamber.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 Forsyth County Chamber with your email address for communication
  purposes. This includes your email availability to interested parties on the chamber
  website www.cummingforsythchamber.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, Weblink Connect 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 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 fccoc@focochamber.org for our review and action. If you have any questions, please do not hesitate to contact us.

## Forsyth County Chamber Terms of Use

Welcome to www.focochamber.org (the "Site"), the website of The Forsyth County Chamber ("FCC"). The FCC 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 FCC, whether or not included within the FCC's website, you also will be subject to the guidelines and conditions applicable to such service or business.

#### PRIVACY POLICY

The FCC recognizes the importance of respecting your privacy and has an established privacy policy as a result.

We encourage you to carefully read the FCC 's Privacy Policy.

#### **COPYRIGHT**

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#### **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 FCC 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 FCC on this Site and other than generally available third party web browsers (e.g., Firefox, Google Chrome, Microsoft Internet Explorer).

#### LINKS TO CFCCOC MEMBER WEB SITES

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

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#### **TERMINATION OF USAGE**

The FCC may terminate or suspend your access to all or part of the Site, without notice, for any conduct that the FCC, 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 FCC. The FCC will terminate or suspend your access to your online portal once your Chamber membership has been terminated by either party.

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