

This Privacy Policy & Terms of Service ("Policy") governs the manner in which National Sailing Hall of Fame & Museum, Inc. ("NSHOF") collects, uses, maintains and discloses information collected from users ("You") of the <http://nshof.org> and <http://education.nshof.org> websites ("Site" or "Website" or "Forum"). This privacy policy applies to the Site and all products and services offered by National Sailing Hall of Fame & Museum, Inc..

### **Personal identification information**

We may collect personal identification information from You in a variety of ways, including, but not limited to, when You visit our site, register on the site, place an order, fill out a form, respond to a survey, subscribe to the newsletter and in connection with other activities, services, features or resources we make available on our Site. You may be asked for, as appropriate, name, email address, mailing address, phone number, organization, credit card information, etc.

You may, however, visit our Site anonymously without the ability to post or add comments.

We will collect personal identification information from You only if You voluntarily submit such information to us. You can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site-related activities.

### **Non-personal identification information**

We may collect non-personal identification information about You whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about You, means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

### **Web browser cookies**

Our Site may use "cookies" to enhance Your user experience. Your web browser places cookies on your hard drive for record-keeping purposes and sometimes to track information about You. You may choose to set your web browser to refuse cookies, or to alert You when cookies are being sent. If You do so, note that some parts of the Site may not function properly.

### **How we use collected information**

NSHOF collects and uses Your personal information for the following purposes:

- *To improve customer service:* □ Your information helps us to more effectively respond to your customer service requests and support needs.
- *To personalize user experience:* □ We may use information in the aggregate to understand how our users as a group use the services and resources provided on our Site.
- *To improve our Site:* □ We continually strive to improve our website offerings based on the information and feedback we receive from You.
- *To process transactions:* □ We may use the information You provide about yourself when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.
- *To administer a content, promotion, survey or other Site feature*
- *To send You information You agreed to receive about topics we think will be of interest to You.*
- *To send periodic emails*

The email address You provide for order processing, will only be used to send You information and updates pertaining to your order. It may also be used to respond to your inquiries, and/or other requests or questions. If You decide to opt-in to our mailing list, You will receive emails that may include company news, updates, related product or service information, etc. If at any time You would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or You may contact us via our Site.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

For purchases and other financial transactions only, sensitive and private data exchange between the Site and You happens over a SSL secured communication channel and is encrypted and protected with digital signatures using a transaction service provided by DemocracyInAction.org.

### Sharing your personal information

We do not sell, trade, or rent your personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that You have given us your permission.

### FORUM - Permitted and Prohibited Uses

You may use the Website and its Forums for the sole purpose of sharing and exchanging ideas with other users. You may not use the Website to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.

You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the Website any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Website.

You are strictly prohibited from communicating on or through the Website any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and using other users' personal information,

including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other users' unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from distributing users' personal information to third-party parties for marketing purposes. NSHOF shall deem the compiling of marketing and mailing lists using users' personal information, the sending of unsolicited marketing materials to users, or the distribution of users' personal information to third parties for marketing purposes as a material breach of this Policy, and NSHOF reserve the right to terminate or suspend your access to and use of the Website and to suspend and/or revoke your membership in the consortium without refund of any membership dues paid, if any were collected.

NSHOF notes that unauthorized use of users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. NSHOF reserves the right to report the abuse of user's personal information to the appropriate law enforcement and government authorities, and NSHOF will fully cooperate with any authorities investigating violations of these laws.

### **Submissions by You**

NSHOF does not want to receive confidential or proprietary information from you through the Website. Any material, information, or other communication you transmit or post ("Contributions") to the Website & Forums will be considered non-confidential and non-proprietary.

All contributions to this Site are licensed by You under the [MIT License](#) to anyone who wishes to use them, including NSHOF.

If You work for a company or at a University, it's likely that you're not the copyright holder of anything You make, even in your free time. Before making contributions to this site, get written permission from your employer.

### **FORUM - User Discussion Lists and Forums**

The Operators may, but are not obligated to, monitor or review any areas on the Website where

users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the the Website at their discretion at any time.

### **Use of Personally Identifiable Information**

Information submitted to the Website is governed according to the Operators's current Privacy Policy and the stated license of this website.

You agree to provide true, accurate, current, and complete information when registering with the Website. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Website.

Although sections of the Website may be viewed simply by visiting the Website, in order to access some Content and/or additional features offered at the Website, you may need to sign on as a guest or register as a member. If you create an account on the Website, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Website using your account or User ID. You grant the Operators and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to you. The Operators cannot and do not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using website. To learn more about how we protect the privacy of the personal information in your account, please visit our Privacy Policy.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Website, including, without

limitation, your violation of these Terms and Conditions, the infringement by you, or any other subscriber or user of your account, of any intellectual property right or other right of any person or entity.

### **Termination**

These Terms and Conditions of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms and Conditions, you must cease use of the Website. If you are dissatisfied with the Websites, their content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue using the Website. The Operators reserve the right to terminate or suspend your access to and use of the Website, or parts of the Website, without notice, if we believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operators have reason to believe that you are in violation of these Terms and Conditions of Use.

### **Third party websites**

You may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, or web content from other websites that is embedded into our website, is subject to that website's own terms and policies.

### **Changes to this Policy**

NSHOF has the discretion to update this Policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage You to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this Policy periodically and become aware of modifications.

### **Your acceptance of these terms**

By using this Site, You signify your acceptance of this Policy. If You do not agree to this Policy, please do not use our Site. Your continued use of the Site following the posting of changes to this Policy will be deemed your acceptance of those changes.

### **Contacting us**

If You have any questions about this Policy, the practices of this site, or your dealings with this site, please contact us at:

**National Sailing Hall of Fame & Museum, Inc. - a 501(c)(3) Non-profit organization.**

<http://nshof.org>

<http://education.nshof.org>

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