# Willow Glen Business Association Privacy Policy

# Willow Glen Business Association (WGBA) Privacy Policy

Your privacy is important to WGBA. We recognize that when you choose to provide us with information about yourself, you trust us to act in a responsible manner. This information helps us improve your experience in downtown Willow Glen and our sponsored events. This policy tells you about the information gathering and dissemination that we conduct. This policy may change from time to time, so please check back periodically for updates.

#### The Information We Collect

Our website asks our users to register when providing us information through the WGBA site and services (collectively, the "Service"). Through our online registration process, we collect a variety of information about the user, which may include, among other things, name of the person registering, location, gender, phone number, & email address. WGBA may also request and collect other information from time to time.

We automatically track information related to use of the Service. This information may include, among other things, URL tracking information, what browser the user is using, the user's IP address, pages and ads viewed by a user and selections or other actions taken on the Service. We may track usage through cookies. A cookie is a small data file written to a user's hard drive. Cookies may be used to, among other things, allow automated log-in and may contain information such as a Login ID or other information about preferences or Internet use.

We also collect information about your preferences. For example, we may collect, among other things, information such as what WGBA events you purchase tickets to or what Willow Glen businesses you patronize. We may save information sent or posted to the Service. For example, we may save messages posted in our chat rooms or other message areas or feedback left for other users. We may collect correspondence, such as emails or letters, sent to us. We may collect user responses to online polls, ads, surveys, electronic newsletters and questionnaires. We may collect information provided in employment applications.

### **Deletion of Information and Records**

While WGBA may track and store information, WGBA shall not be obligated to do so and may delete any information and records, in whole or in part, at any time.

#### What we use the information for

We use the demographic information to enhance your user experience by, among other things, sponsoring events and making improvements to downtown Willow Glen based on that information

and other factors. We may use the contact information you provide us to notify you of new services or special deals that we or our partners are offering, to distribute WGBA related information to you or to conduct surveys or other similar activities. When you register with us, you may choose to opt-out of receiving these notices or mailings from WGBA. To do so, simply unsubscribe at the bottom of any email newsletter communication.

WGBA does not sell or rent personal information about its customers to any third parties at this time. WGBA does, however, perform statistical analyses of customer usage in order to measure interest in, and use of, the various parts of the WGBA's Web site. This information is aggregated data only (such as statistics) and contains no personally identifiable information whatsoever.

The WGBA website guests/users should also be aware that if they voluntarily disclose personal information in any social media, chat areas or bulletin boards within WGBA's web site, that information might be collected and disseminated by third-parties, and result in, among other things, unsolicited inquiries, messages, and offers from third parties. This third-party conduct is out of the control of WBGA.

## Security

WGBA has implemented security measures to protect against the loss, misuse and alteration of the information under our control. We protect the secure areas of our website with a firewall or third-party site certificates and security.

### **Opt-Out**

WGBA allows users the option to opt-out of receiving communications from us and our partners at registration. If you decide later to opt-out you can contact us by sending e-mail to info@willowglen.org

## **Employment Applications**

Employment Applications submitted through WGBA's website are stored by WGBA for a specified period of time and the information contained in the applications is not released to any person that is not an employee of WGBA, except as required by law. We will only contact an applicant to discuss employment interest and for no other purpose.

### Questions

If you have any questions about WGBA or this privacy statement, you can email us at info@willowglen.org.

#### Terms of Use

Welcome to the Willow Glen Business Association (WGBA) website. The following are the rules or "Terms" that govern use of the WGBA web sites (Site) and the Services offered on the Site such as

email, chat, searches, links, etc. (collectively, "Site"). By using the Site, you agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. WGBA reserves the right to change these Terms at any time, effective immediately upon posting on the Site.

### **Permitted Use**

You are only authorized to view and to retain a copy of pages of this Site for your own personal use. Any reproduction, publication, or further distribution or public exhibition of materials provided at this site in whole or in part is strictly prohibited. The content and software on this Site is the property of WGBA and/or its suppliers and is protected by U.S. and international copyright laws. We post a legal notice and various credits on pages of the Site. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

### **Links and Search Results**

The Site may automatically produce search results that reference or links to third party sites throughout the World Wide Web. WGBA has no control over these sites or the content within them. WGBA cannot guarantee, represent or warrant that the content contained in these sites are accurate, legal and/or inoffensive. WGBA does not endorse the content of any third-party site, nor can we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against WGBA for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results and/or to link to another site. However, if you have a problem with a link from the Site, please let us know at infor@willowglen.org, and we will investigate the link and take appropriate action.

## **Privacy**

We believe that your privacy and the privacy of all our users is important. Please review our privacy policies. If you post any original Content to the Site, by electronic mail or otherwise, we will treat it as non-confidential and non-proprietary to you. By posting it to the Site, you authorize us to use or allow others to distribute, reproduce or otherwise use the Content. WGBA is not liable for any lost data resulting from the operation of our Site and/or the enforcement of the Terms. We urge all users to maintain their own back up versions of any content they submit to the Site.

## **U.S. Export Controls**

Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### DISCLAIMER

WGBA does not promise that the Site or any services, such as email, links or searches offered on the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any Content, search or link on it. The Site, and its Content are delivered on an "as-is" and "as-available" basis. WGBA cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. WGBA disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. WGBA will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, punitive and consequential damages.

## **Disputes**

If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the State of California, County of Santa Clara.

## Indemnity

You agree to indemnify and hold WGBA, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another Site or to upload content or other information to the Site.