

# **Website Privacy Policy & Terms of Use**

## **Privacy Policy**

The **Oregon Landscape Contractors Association (OLCA)** is committed to maintaining your confidence and trust, and values your privacy and recognizes the sensitivity of your personal information. **Landscape Contractors Association** respects the privacy of its members and other visitors to our website. Most data that we collect are used to help us better serve our members. It is our general policy to collect and store only personal information that our members and visitors knowingly provide. **Landscape Contractors Association** does not collect any personal information from users browsing its Web site. Only aggregate data (ie: the number of hits per page) are collected. Aggregate data are only used for internal and marketing purposes and do not provide any personally identifying information.

While no website can guarantee security, we have implemented appropriate administrative and technical procedures to help protect the personal information you provide to us.

### **Confidentiality**

Where personal information is required for use of the website (ie: applying for membership, registering for an event, purchasing association materials, advertising, etc.) or in interacting with the website (ie: access to member's only sections, etc.) it is our policy that your information is private and confidential. The personal information you provide is stored in a secure location, is accessible only by appropriate staff or appropriate third party vendors, and is used for the purposes for which you provide the information, such as to reply to your request or to send you requested materials.

Please note that on-line membership directories and referral services are a benefit of membership. Use of the directory or referral service is subject to specific rules. The directory or referral information is based on information that members have indicated is publishable and it is available to other members in the members-only section and to the public in referral sections of the website.

### **Collection and Use of Information**

We receive and store any information you enter on our website or give us in any other way. Our website may require you to register and provide certain personally identifiable information in order to use certain features and functions of the site. This information can contain, but is not limited to, your name, address, phone number, email address, billing information, credit card information, etc. By providing such information, you voluntarily consent to our collection and use of it, as described in this Privacy Policy. We use your personal information to complete transactions you conduct on our website.

The information you provide may be collected for: applying for membership, registering for an event, ordering products, purchasing advertising, completing a survey, participating in a referral service, or purchasing or using other services through our website. This information will be used to process your order and if necessary, to contact you regarding the status of your order.

### **Third Party Vendors**

You agree and acknowledge that your order may be processed, fulfilled or serviced by third parties other than **Landscape Contractors Association** and you understand that such third parties are not limited by **Landscape Contractors Association** in their use of the information provided to them to process, fulfill or service your order. In order to process, fulfill or service your order, you expressly consent to our sharing your information with any necessary third parties.

When members and customers choose to pay for transactions using a credit card, the association submits the information needed to obtain payment to the appropriate clearinghouse. Third party vendors who provide services or functions on our behalf, including credit card processing, web hosting, web software, management companies, etc. have access to the personal information needed to perform their functions.

We may share your information in response to subpoenas, court orders, or other legal processes.

### **Cookies**

Cookies are files that contain information created by a web server that can be stored on a user's hard disk for use either during a particular session or for future use. We use cookies to facilitate automated activity, store and track passwords, determine appropriate solicitations, and review navigation patterns. Users may instruct their internet browsers to opt out of accepting a cookie or to prompt you before accepting a cookie. Please note that if the user declines the attachment of any cookie, the user may not have access to the full benefits of the website.

### **Links to Other Sites**

If any part of our website links you to other websites, those sites do not operate under our Privacy Policy and we have no control over those sites or their privacy policies. We recommend that you look at the privacy statements on those sites to understand their policies on personal information.

### **Changes in Privacy Policy**

We may update this policy from time to time. Any changes to our Privacy Policy will be posted on our website for your information and reference.

## **Terms of Use**

### **Access to Member Services**

In order to obtain access to the member only sections of the website, you must be a current member of the association and use your user name and password. You agree that you will be responsible for maintaining the information contained in those areas of the website. You further agree that you will not allow another person or entity to use your account information.

### **Termination of Access**

You agree that the association may terminate your access to privileges and remove any of your content without notice to you for any reason.

### **Disclaimers, Limitation of Liability and Indemnity**

The use of this website is solely at your own risk. The association and its information suppliers make no representations or warranties of any kind with respect to the truth, accuracy or completeness of any statements, information, materials, services or data made available on our website. The association and its information suppliers assume no responsibility in connection with the use of information made available on our website.

In no event shall the association or its information suppliers be liable for any delays or failures in performance or for any interruption of this website. In no event shall the association or its information suppliers be liable for any special, incidental, indirect, punitive, or consequential damages or for the loss of profit, revenue, or data however they may arise, even if the user or viewer of this website has been advised of the possibility of potential loss or damage.

The association does not warrant or make representations or endorsements as to the quality, content, accuracy, or completeness of the information, text, graphics, links, and other items contained on this website or any other website. Such materials have been compiled from a variety of sources, and are subject to change without notice as a result of updates and corrections.

Unless otherwise legally permissible, commercial use of the materials on the website is prohibited without the written permission of the association. All trademarks and copyrights mentioned on the website are the property of their respective owners. Some of the links on this and subsequent pages may lead to resources of the association. These links should not be construed as an endorsement by the association and the association is not responsible for their content.

You agree that the association will not be responsible to you for any indirect, consequential, special or punitive damages or losses you may incur in connection with visiting this site or any of the data or other materials transmitted through or residing on this site, even if we have been advised of the possibility of such damage or loss. In addition, you agree to defend and indemnify **the Landscape Contractors Association (OLCA)** and hold the association and any of its contractors or third party vendors,

harmless from and against any and all claims, proceedings damages, injuries, liabilities losses, costs and expenses (including reasonable attorneys fees) relating to any acts or omissions by you or materials or information transmitted by you in connection with our website leading wholly or partially to claims against the association or this site by other callers or third parties.

The association shall have no liability for the deletion or failure to store any messages, content or other communications maintained on the website.

The association reserves the right to change any part of the rules of use, including the privacy policy, at any time and without notification.

### **Cancellation Policy**

Each event or activity has its own cancellation policy. Please refer to the specific event/activity information on this website for each event/activity's cancellation policy, or contact the association.

### **For More Information**

If you have questions about our Privacy Policy, Terms of Use, or any of our activities, please contact us at [info@oregonlandscape.org](mailto:info@oregonlandscape.org) or 503.253.9091 / 800.505.8105.