## NEW HAMPSHIRE AUDUBON PRIVACY POLICY

Adopted: March 18, 2014

New Hampshire Audubon is a privately supported, not-for profit, statewide membership organization. Founded in 1914, we are among the oldest independent Audubon societies. New Hampshire Audubon has no connection with the National Audubon Society.

Welcome to the Web site ("Site") of New Hampshire Audubon ("NHA"). NHA is committed to protecting your privacy when you use our Site. This privacy policy explains the information we collect when you visit our Site, how we collect it, how we use it, and how we protect it; this policy does not apply to offline activities. Your use of our Site constitutes your agreement to the terms of this policy. From time to time, we may modify this Policy, so please review it periodically for changes. Your continued use of our Site after we have modified the Policy indicates your agreement to the modified terms.

# **Anonymous Information**

NHA may collect anonymous information about users who visit our Site and aggregate this anonymous information for statistical analysis. For instance, we may use it to determine usage patterns so we know which parts of our Site are most popular. Examples of the type of anonymous information we collect and how we collect it are:

Internet Tags: provide information about your browser (e.g., Microsoft Internet Explorer, Netscape Navigator), operating system (e.g., Windows, Macintosh), Internet service provider (e.g., America Online, Prodigy, Earthlink), and similar information.

IP Addresses: a number assigned to your computer by a Web server when you are on the Internet; we might use IP address information to determine the number of users who have visited a specific area of our Site. Please note we could use this information to identify you if necessary to comply with legal requirements or for security issues.

# How We Collect Your Information

NHA collects your information only when you voluntarily provide it to us on our Site, such as during an online transaction to purchase products or subscriptions, make donations, sign up to receive emails, become a member or complete registrations or surveys. You may need to provide your information to participate in certain NHA programs and activities or receive certain services or offers. Please note that when you purchase some items offered on our Site, you must provide your information to a third-party service provider on its Web site. In these circumstances, you will know that you are on another Web site because the URL will change. You should read the privacy policy of the third-party site before providing your information.

#### How We Use Your Information

NHA will use your information for the purpose for which you give it to us (e.g., to complete an online purchase, donation, membership, subscription, or program registration). We may use your information to send you occasional postal and/or electronic mailings about NHA and its programs that we think interest you. NHA may also use your information to send you occasional postal and/or electronic mailings about third parties whose information or services we think may be of interest to you.

# **Your Ability to Choose**

You may "opt out" of receiving marketing information that NHA sends to you by unsubscribing to the mailing list, following instructions in the applicable information sent to you, or by contacting NHA at: NHA@nhaudubon.org

### **How We Share Your Information**

NHA may share your information with third parties that perform services for NHA, such as fulfilling magazine subscriptions, conducting membership mailings or providing postal and electronic mailing platforms and services. NHA also reserves the right to disclose your information in circumstances that NHA deems necessary or appropriate, such as to respond to legal process or request from a governmental agency, security reasons or similar situations.

Please note that if you become a Member through our Site, your information may be shared with third parties (e.g., other nonprofit organizations, marketers) whose information or services we think may be of interest to you. These third parties may wish to communicate with you by regular mail or share your information with others. We will not share your email address. If you want to unsubscribe, please email NHA at: NHA@nhaudubon.org

# **Security**

NHA strives to keep your information secure and safeguard it from unauthorized access by using "Secure Socket Layer" encryption to protect credit card numbers, firewalls to protect our servers, and virus/intrusion detection software. However, no transmission over the Internet can be guaranteed to be 100% secure, so you provide your information at your own risk.

#### **Links to Other Web Sites**

Our Site may include links to other Web sites that may be of interest to you. Any links are provided only as a convenience and do not imply any endorsement of another site. Be sure to read the privacy policies on other sites other Web sites.

### **Transfer to the United States**

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States and that by providing your information, you consent to this transfer and storage of the data in the United States.

## **Review and Correction**

If you would like to review or correct the information that you provided to NHA (or if you have comments or questions about our Site), you can contact us at: NHA at: NHA@nhaudubon.org

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide NHA the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party;

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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- b. users may not post or transmit any message, data, image or program with the intent to threaten the safety of others and/or with the effect of causing a reasonable person to perceive a threat to his or her safety.
- c. a user who posts information to this site represents that it is the sole owner of materials posted by it or that is has the right to license their use.
- d. users acknowledge and agree that NHA may take appropriate action in order to prevent the misuse of the site to disseminate information, statements or materials that may be abusive, destructive, harmful or threatening to the safety of others or in order to comply with any law or regulation of any government entity.
- e. users may not interfere with other users' use of the site, including, but not limited to, the disruption of the normal flow or use of the service.
  - f. users may not post or transmit any contaminated or destructive files

- g. the use, distribution, or publication of any materials posted by third parties does not constitute or imply an endorsement of such materials or of any opinions or comments expressed in such materials.
- h. users hereby grant NHA a perpetual, worldwide, irrevocable license to use, reproduce, modify, publish, perform, display and distribute its posting, any portion of such posting and any derivative works created from such posting, in print, electronic and other media, by any means now known or developed in the future. NHA shall not be obligated to pay the posting party any royalties or other compensation for use of the posting. Notwithstanding anything contained in this subparagraph, NHA shall delete all identifying information relating to users in the subsequent use(s) of such postings.
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  - c. materials available from this site may not be modified in any manner;
- d. no materials available from this site (including links from pages on other websites) can be used, copied or distributed separate from the accompanying text.
- 7. Choice of Law These terms and conditions shall be governed and construed in accordance with the laws of the State of New Hampshire.

## **Your Consent**

By using this site, you consent to the collection and use of this information by NHA. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

#### Questions

Any questions on this privacy policy may be sent to: <a href="https://www.nhaudubon.org">NHA@nhaudubon.org</a>.