

# Privacy Policy

## Introduction

The Asian Art Society of Monterey Bay (AASMB) is a local organization. We respect your privacy and are committed to protecting it through our compliance with this website privacy policy (“Policy”).

This Policy describes the types of information we may collect from you, or that you may provide when you visit our website, and our practices for collecting, storing, and using that information.

This Policy applies to information we collect:

- On our Website.
- In e-mail, text and other electronic messages between you and our Website.
- Through our local organization and other regional organizations.
- When you sign up for any events that we host or co-host, or sign up at any of our events.
- When you interact with us in another way – for example, contacting us with an inquiry.

This Policy outlines our policies and practices regarding your personal information (information relating to you from which you can be identified) and how we will treat it. This Policy may change from time to time, so please check the Policy periodically for updates. If any questions arise about the meaning or interpretation of this Policy, the English-language version of this Policy is the official text.

## Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website and others, including information:

- by which you may be personally identified, including your name, postal address, e-mail address or telephone number (“personal information”), when you provide it to us;
- about your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses and information collected through cookies, and other tracking technologies.

## Information You Provide to Us

We collect information you provide when you interact with our Website or when dealing with us or our network offline including:

- Information that you provide when joining, donating to us, or attending an event. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.
- Records and copies of your correspondence (including e-mail and other electronic messages, including social media posts), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.
- Your search queries on our Website.
- There may be features that are developed in the future that may result in the collection of additional new information.

## Usage Details, IP Addresses, Cookies and Other Technologies

As you navigate through and interact with our Website, we may automatically collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on our Website.
- Information about your computer and internet connection, including your IP address, operating system and browser type.

The information we collect in this way is anonymous. It is aggregated into statistical data to help us improve our Website and to deliver a better and more personalized service by enabling us to:

- Estimate our audience size, browser statistics, popularity of content and usage patterns.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include **Cookies (or browser cookies)**. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us, in which case we will process such personal information in accordance with the remainder of this Policy.

## **Embedded content from other websites**

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by AASMB. AASMB assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, AASMB does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release AASMB from any and all liability arising from your use of any third-party website. Accordingly, AASMB encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

## **How we use your data**

We use your data to send you event flyers, event information, administrative information (including membership renewal reminders), and other notices from AASMB. We do not sell your personal contact information or provide it to others, unless required by legal authority.

## **How long we retain your data**

We retain your data indefinitely unless you ask us to delete it.

## **What rights you have over your data**

You can request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes. If you want to view, modify, or delete the data we hold about you, contact the AASMB administrative office by mail or email. Contact information is available on the *Contacts* page of this Website.

## **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND

THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. AASMB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AASMB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND AASMB ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

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THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL AASMB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,

(VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT AASMB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL AASMB'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## **INDEMNITY**

You agree to protect, defend, indemnify and hold harmless AASMB and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by AASMB directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

## **COMPLIANCE WITH LOCAL LAWS**

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