

User Agreement and Privacy Policy

This privacy policy ("policy") will help you understand how the Selbyville Historical Society ("us", "we", "our") uses and protects the data you provide to us when you visit and use the Selbyville Historical Society website ("website", "service"). We reserve the right to change this policy at any given time, of which you will be promptly updated. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page.

What User Data We Collect

When you visit the website, we may collect the following data:

- Your IP address.
- Your contact information and email address.
- Other information such as interests and preferences.
- Data profile regarding your online behavior on our website.
- Membership data: name, address, and phone number.

Why We Collect Your Data

We are collecting your data for several reasons:

- To better understand your needs.
- To improve our services and products.
- Sending you promotional emails containing the information we think you will find interesting.
- To contact you to fill out surveys and participate in other types of market research.
- To customize our website according to your online behavior and personal preferences.

Safeguarding and Securing the Data

Selbyville Historical Society is committed to securing your data and keeping it confidential. The Selbyville Historical Society has done all in its power to prevent data theft, unauthorized access, and disclosure by implementing the latest technologies and software, which help us safeguard all the information we collect online.

Our Cookie Policy

Once you agree to allow our website to use cookies, you also agree to use the data it collects regarding your online behavior (analyze web traffic, web pages you spend the most time on, and websites you visit).

The data we collect by using cookies is used to customize our website to your needs. After we use the data for statistical analysis, the data is completely removed from our systems.

Please note that cookies don't allow us to gain control of your computer in any way. They are strictly used to monitor which pages you find useful and which you do not so that we can provide a better experience for you. If you want to disable cookies, you can do it by accessing the settings of your internet browser. You can visit www.internetcookies.com, which contains comprehensive information on how to do this on a wide variety of browsers and devices.

Links to Other Websites

Our website contains links that lead to other websites. If you click on these links Selbyville Historical Society is not held responsible for your data and privacy protection. Visiting those websites is not governed by this privacy policy agreement. Make sure to read the privacy policy documentation of the website you go to from our website.

Restricting the Collection of your Personal Data

At some point, you might wish to restrict the use and collection of your personal data. You can achieve this by doing the following:

When you are filling out the forms on the website, make sure to check if there is a box which you can leave unchecked, if you don't want to disclose your personal information.

If you have already agreed to share your information with us, feel free to contact us via email and we will be more than happy to change this for you - selbyhistsociety@gmail.com.

The Selbyville Historical Society will not lease, sell, or distribute your personal information to any third parties, unless we have your permission. We might do so if the law forces us. Your personal information will be used when we need to send you promotional materials if you agree to this privacy policy.

THE SELBYVILLE HISTORICAL SOCIETY WEBSITE AGREEMENT / TERMS OF USE

1. ACCEPTANCE OF TERMS

The services that the Selbyville Historical Society provides to Users is subject to the following Terms of Use ("TOU"). The Selbyville Historical Society reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

This Agreement, which incorporates by reference other provisions applicable to use of the Selbyville Historical Society website, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained at <https://selbyvillehistoricalsociety.org>, sets forth the terms and conditions that apply to use of the Selbyville Historical Society by User. By using the Selbyville Historical Society website (other than to read this Agreement for the first time), User agrees to comply with all the terms and conditions hereof. The right to use the Selbyville Historical Society website is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

The Selbyville Historical Society shall have the right at any time to change or discontinue any aspect or feature of the Selbyville Historical Society website, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

The Selbyville Historical Society shall have the right at any time to change or modify the terms and conditions applicable to User's use of the Selbyville Historical Society website, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Selbyville Historical Society website, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Use of the Selbyville Historical Society website by User, after such notice shall be deemed to constitute acceptance by User of such changes, modifications, or addition(s).

3. DESCRIPTION OF SERVICES

Through its Web property, the Selbyville Historical Society website provides User with access to a variety of resources, including professional profiles, ratings, reviews, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of the Selbyville Historical Society website and all charges related thereto.

5. USER CONDUCT

1. Users shall use the Selbyville Historical Society website for lawful purposes only. User shall not post or transmit through the Selbyville Historical Society website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Selbyville Historical Society's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Selbyville Historical Society's discretion restricts or inhibits any other User from using or enjoying the Selbyville Historical Society website will not be permitted. Users shall not use the Selbyville Historical Society website to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Selbyville Historical Society website.

2. The Selbyville Historical Society website contains copyrighted material, trademarks, and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Selbyville Historical Society website are copyrighted as a collective work under the U.S.A. copyright laws. The Selbyville Historical Society website owns a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. Users may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the Selbyville Historical Society website and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

3. User shall not upload, post or otherwise make available on the Selbyville Historical Society website any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of the Selbyville Historical Society website, User automatically grants, or warrants that the owner of such material has expressly granted the Selbyville Historical Society website the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants the Selbyville Historical Society website the right to edit, copy, publish and distribute any material made available on the Selbyville Historical Society website by User.

4. The foregoing provisions of Section 5 are for the benefit of the Selbyville Historical Society website, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication

Service” and collectively “Communication Services”). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harassment, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

The Selbyville Historical Society has no obligation to monitor the Communication Services. However, the Selbyville Historical Society reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. The Selbyville Historical Society reserves the right to terminate User’s access to any or all the Communication Services at any time, without notice, for any reason whatsoever. The Selbyville Historical Society always reserves the right to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at the sole discretion of the Selbyville Historical Society.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials. Always use caution when giving out any personally identifiable information in any Communication Services. The Selbyville Historical Society does not control or endorse the content, messages or information found in any Communication Services and, therefore, the Selbyville Historical Society website specifically disclaims any liability with regard to the Communication Services and any actions resulting from User’s participation in

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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing the Selbyville Historical Society website with current, complete, and accurate information as prompted by the applicable registration form. The User also will choose a password and a username. The User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for all activities that occur under User's account. User agrees to notify the Selbyville Historical Society immediately of any unauthorized use of User's account or any other breach of security. The Selbyville Historical Society will not be liable for any loss that User may incur because of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by the Selbyville Historical Society or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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16. INDEMNIFICATION

User agrees to defend, indemnify, and hold harmless the Selbyville Historical Society, its affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Selbyville Historical Society website by User or User's Account.

17. TERMINATION

Either the Selbyville Historical Society or User may terminate this Agreement at any time. Without limiting the foregoing, the Selbyville Historical Society shall have the right to immediately terminate User's Account in the event of any conduct by User which the Selbyville Historical Society, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

18. MISCELLANEOUS

This Agreement and any operating rules for the Selbyville Historical Society established by the Selbyville Historical Society constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Delaware, U.S.A., without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

19. COPYRIGHT NOTICE

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20. TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people, and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.