

BSCBAA Privacy Policy

The Boykin Spaniel Club & Breeders Association of America (“BSCBAA”) website provides information about the Boykin Spaniel breed and the BSCBAA, the general canine community and beyond. Subject to the terms of this Privacy Policy, we will not disclose your Personal Information to any third party and/or non-member without your consent. This Privacy Policy describes:

- (i) what Personal Information BSCBAA receives or collects from you,
- (ii) how BSCBAA uses and shares your Personal Information with others, and
- (iii) your choices and obligations regarding your Personal Information.

Agreement

By using or accessing the BSCBAA website, you agree to be bound by the Terms of Use found at www.theboykinspanielclub.com and this Privacy Policy as amended from time to time (collectively, the “Agreement”). If you do not agree with the Agreement without limitation or qualification, you should not access or use the BSCBAA website. Your continued use of or access to the BSCBAA website and/or its Services following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. Because we reserve the right to modify the Agreement at any time without notice to you, please check it regularly for changes. References to “BSCBAA,” “we,” “Club,” or “us” in the Agreement refer to the Boykin Spaniel Club and Breeders Association of America.

Application of this Privacy Policy

BSCBAA is not responsible for the privacy practices or the content of any third party websites or services with which BSCBAA communicates or is linked. By clicking on a link, logo or any item associated with a third party site, please note that you may be exiting BSCBAA and the protections afforded by this Privacy Policy and the Term of Use. These third party websites or entities may be governed by their own privacy policies, may send their own cookies to you, or may collect and/or distribute your Personal Information. We urge you to review carefully the privacy policy of any such third party website or entity prior to accessing or using their services, or providing any of your Personal Information to them.

Contacting Us

If you have any questions about this Privacy Policy, or BSCBAA, you may email us at: contact@theboykinspanielclub.com

Personal Information

BSBCAA only collects Personal Information that you provide to BSCBAA so as to enable BSCBAA to provide information to you, other club members and the AKC. We only collect Personal Information that you provide to us, however, we reserve the right to collect Personal Information about you and your device when you access or use the Site or our Services. (i.e. type of device(s) you are using, location, etc.)

Personal Information You Provide to Us.

Personal Information

Your Contact Information and club membership hereinafter individually or collectively be referred to as “Personal Information.” BSCBAA will take reasonable steps to prevent your Personal Information from being made publicly accessible to non-club members.

Personal Information We Collect When You Access and Use the BSCBAA website.

We may also collect Personal Information when you access the BSCBAA website including the following:

- 1. Device Information.** When you use or access the BSCBAA website, we may collect information associated with the device from which you are communicating such as your wireless mobile device, tablet computer, laptop computer, desktop computer, or the like. Such device information may identify the make and model of your device; the type or version of your operating system; unique device identifier(s), an Internet Protocol (IP) address, a media access control (MAC) address, or information associated with your service provider or mobile carrier.
- 2. Usage Information.** When you use the Services, we may automatically collect or store certain Personal Information regarding your usage patterns or habits, such as:
 - Details of which Services you use and how often you use them, including application names, access point names (APNs), or packet data networks (PDNs).
 - Information associated with your messaging habits with BSCBAA including posting reviews or comments, requests to download BSCBAA Content, posting Content, names, network addresses or telephone numbers of Users to and from which messages are sent and received, respectively; and time, date, bandwidth, or routing information associated with your messages.
 - Information regarding websites visited, purchases of goods or services, promotional materials, discounts offers, uniform resource locators (URLs)

relating thereto; time, date, or bandwidth of browsing session; type of BSCBAA Content accessed (text, video, audio, or images), etc.

- Device or communication performance information such as type or version of browser, browser protocols, data rates, or information identifying Quality of Service exhibited during a session, dropped communications, etc.

- 3. Location Information.** When you access the Services, we may collect and process information about your device's actual location using Global Positioning System (GPS) signals sent by your device, from a third party location service or from terrestrial network signals that identify via which network device, cell, Wi-Fi access point, etc. your device is communicating.
- 4. Cookies / Beacons.** We may collect and store information when you access the Services, and this may include sending one or more cookies or anonymous identifiers to your device. We may use web beacons (also known as web bugs, clear Graphics Interface Format pixel (or "clear GIFs"), 1 x 1 pixel, etc.) in combination with cookies or other Site functions to understand how you interact with the BSCBAA Site or Services (e.g., Site webpages, advertising content, etc.), or perform web analytics or other administrative functions. Beacons do not collect Personal Information. New approaches that offer alternatives to cookies and beacons to better protect your privacy and to improve the security of your Personal Information may be explored by BSCBAA. In the event that any of these approaches are used in addition, or as an alternative, to cookies or beacons, BSCBAA will update this Privacy Policy accordingly.
- 5. Other Data and Changes to this Privacy Policy.** We may also require other information for tracking or verifying compliance with our policies, abiding by federal, state and local laws and for editorial and feedback solicitation purposes. In addition, from time to time, we may use your Personal Information for new, unanticipated uses, such as notification of new services, announcements and general communications. If our information practices materially change at some time in the future, we will post such change to the BSCBAA Site before we use your Personal Information for these new purposes, in accordance with the paragraph captioned "Periodic Changes to This Policy" above.

Grant of License

Subject to the terms and conditions of this Privacy Policy and the BSCBAA Terms of Use, by accessing or using the website, you acknowledge, consent to, and hereby grant to BSCBAA a perpetual, non-exclusive, fully paid-up, and royalty-free license to use, display, modify, make derivative works of, obfuscate, de-identify, encode, translate, copy, transmit, or sublicense your Personal Information throughout the universe for our own commercial, research, and quality improvement purposes.

How We Use and Share Your Personal Information

Consent to Our Use, Collection, or Sharing of Your Personal Information.

Your Consent. By providing information, using or accessing the website, and/or creating or updating your Personal Information on the website, you are voluntarily and unconditionally accepting the terms and conditions of the BSCBAA Terms of Use and this Privacy Policy and are freely accepting and agreeing to our use of your Personal Information in accordance with this Privacy Policy. You further acknowledge and agree that your use of the Services or providing your Personal Information to us, including any information deemed “sensitive” by applicable law, is entirely voluntary on your part.

Withdrawal of Consent. You have the right to withdraw your consent to BSCBAA regarding the collection, use, or sharing of your Personal Information by closing your account and discontinuing use of the website.

Uses of Your Personal Information.

- 1. Our Internal Use.** We use your Personal Information for our own internal purposes including providing information to you, improving the Club Services, recording and analyzing how and the amount to which Visitors and Members use the website.
- 2. Creating De-identified Personal Information.** We may encode or obfuscate your Personal Information to create de-identified Personal Information that removes any information that enables a member or Visitor to be identified. We may use the de-identified information for our own internal purposes, for data aggregation and analytics.
- 3. Our Communications to You.** We may communicate with you through email, text messages, short message service (SMS) messages, notices of promotions, notices posted via the BSCBAA Site. We may also, from time to time, send you messages to inform you about how to best use the website, new features or functionality, security warnings, planned Service disruptions, or promotional and advertising content associated with the AKC, the BSCBAA, a BSCBAA-related event, or a third party’s goods and services regarding BSCBAA or Boykin Spaniels in general. By way of example, we may send you our periodic electronic newsletter that describes upgrades to or the latest news related to BSCBAA, BSCBAA-related events, etc. If you do not wish to receive this newsletter, you may select a link within the newsletter to unsubscribe or opt out of receiving future copies of the newsletter.
- 4. Your Communications to Us.** Many communications that you initiate to BSCBAA may include your Personal Information including without limitation your name, your email address and telephone number. Messages you initiate may also provide the recipient

with aggregate information about you (such as names, email addresses, and location information).

- 5. No Communications with other Visitors, non-club members and other third parties.** BSCBAA will not share your Personal Information with other website Visitors, non-club members or with any other third party, except when you expressly request that we do so, such as when you provide website reviews, respond to reviews, provide website comments, submit articles, brags, puppy announcements, kennel information, etc. However, BSCBAA reserves the right to analyze such Personal Information in order to provide information to you and improve its Services. BSCBAA may also encode or obfuscate the Personal Information to create de-identified personal information for data aggregation, performance analytics, or comparative analysis. BSCBAA's creation of such de-identified personal information prevents the identification of a Visitor or member, which enables certain Services and information to be provided to other website visitors and club members based on the de-identified information. We, or a third party engaged by us, may use the de-identified personal information to perform aggregation and/or data analytics to assist us in improving our Services for you and other members.
- 6. Third Party Communications.** We do not share your Personal Information with any third parties, except as described in this Privacy Policy or for which you have not given your consent. Except as specified to the contrary in paragraphs 7 –9 of this Section, we will not disclose your Personal Information that is generated or collected through your use of the Services without your consent or when carrying out your instructions (for example, to process your payment information).
- 7. Change in Control or Ownership of BSCBAA.** If BSCBAA or any of its assets including without limitation the BSCBAA Site, or the Services are acquired or transferred by a third party, we will attempt to notify you so that you may make an informed decision about a new use (if any) of your Personal Information.
- 8. Communications in case of Harm or Compliance with Applicable Law.** We may disclose your Personal Information in special cases when we believe in good faith that such disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property or the rights or property of our members or others. We also may disclose your Personal Information when we believe in good faith that the law, legal process or a lawful investigation requires it.
- 9. Security.** We take reasonable steps in providing secure transmission of your Personal Information between your device and our servers or those of a third party. We also take reasonable steps to protect your Personal Information that is stored off-line. Your Personal Information is handled by BSCBAA authorized club members or third parties that are authorized by us. Unfortunately, no data transmission over the Internet can be guaranteed to be secure, and we will not be held liable should a third party illegally obtain your Personal Information following Delivery (described

below) or prior to Receipt (described below) of your Personal Information by BSCBAA. While we work hard to protect your Personal Information, we cannot ensure and do not warrant the security of any Personal Information you transmit to or from us, and you do so at your own risk.

Delivery and Receipt of Personal Information

Receipt and Delivery of Personal Information. You expressly acknowledge and agree that BSCBAA, its members, directors, officers, employees, volunteers, and agents shall have no responsibility or liability whatsoever associated with any Personal Information prior to the Receipt of such Personal Information by BSCBAA Equipment.

“BSCBAA Equipment” shall be defined as any server, firewall, database or other equipment on which BSCBAA is hosted and which is owned or controlled by BSCBAA.

“Receipt” shall be defined as the instant at which any portion of your Personal Information, is detected or received by the BSCBAA Equipment from a communication path (for example, a wired and/or wireless communication path) over which your Personal Information was transmitted.

“Delivery” shall be defined as the instant at which any portion of your Personal Information, has been transmitted by the BSCBAA Equipment and enters a communication path (for example, a wired and/or wireless communication path) over which the Personal Information will travel to a Subscriber or Visitor that is authorized to access or use the BSCBAA Services.

You expressly acknowledge and agree that BSCBAA shall have no responsibility for any breach, loss, or theft of any Personal Information on any device of a member or Visitor that can access or use the BSCBAA website, or during transmission of such Personal Information to or from the BSBA A Equipment.

Indemnification. You agree to the fullest extent permitted by applicable law to forever defend, indemnify, and hold harmless BSCBAA and its respective directors, officers, members, volunteers, successors, and assigns from any and all loss, cost, liability, and expense (including reasonable attorneys’ and experts’ fees) arising out of or relating to your use, storage, duplication, copying, modification, transmission, loss, or theft of any Personal Information (i) following the Delivery from the BSCBAA Equipment of such Personal Information, or (ii) prior to the Receipt by the BSCBAA Equipment of such Personal Information.

Your Choices and Obligations Regarding your Personal Information

Your Obligations.

You shall, at all times, abide by the terms and conditions of the this Privacy Policy and the BSCBAA Terms of Use as they may be amended from time to time, as well as other policies of BSCBAA including respecting all intellectual property rights that may belong to third parties, such as trademarks or copyrights. You agree not to upload or otherwise disseminate any information that may violate the rights of others including infringing any intellectual property of others, or which may be deemed to be injurious, defamatory, slanderous, libelous, untruthful, violent, offensive, racist, or xenophobic, or which may otherwise violate the purpose and spirit of BSCBAA and its community of Visitors, and members

Any violation of your obligations, this Privacy Policy, or those set forth in the BSCBAA Terms of Use or elsewhere may lead to the restriction, suspension, or termination of your access to the BSCBAA website.

Policy Toward Children

The BSCBAA Is Not A Website Or Online Service Directed Toward Children Under Thirteen (13) Years Of Age Within The Meaning Of The Children’s Online Privacy Protection Act Of 1998 (Coppa), and no Services are directed to persons under the age of thirteen (13) (the “Minimum Age”).

If you become aware that your child has provided us with Personal Information without your consent, please contact us at: contact@theboykinspanielclub.com. We do not knowingly collect Personal Information from children below the Minimum Age. If we become aware that a child under the Minimum Age has provided us with Personal Information, we will take steps to promptly remove such Personal Information.