

**WENDELL P. CLARK MEMORIAL YMCA
TERMS AND CONDITIONS OF USE / PRIVACY POLICY**

INFORMATION COLLECTED

The Wendell P. Clark Memorial YMCA (The YMCA) is committed to protecting personal information by following responsible information handling practices in keeping with privacy laws. This privacy policy, which is part of our overall Terms and Conditions of Use, is designed to provide you with information about how we collect, store and use personally identifiable information obtained through our web site. We refer to this information as "personal information." The Wendell P. Clark Memorial YMCA reserves the right to revise this privacy policy from time to time, and by using the Wendell P. Clark Memorial YMCA web site, you are agreeing to the terms of the then current privacy policy.

The YMCA uses modern information and communication technologies to support our YMCA activities. Our Privacy Statement covers the YMCA and our website. When visiting our website, our web server automatically logs domain name and standard information about the operating system and web browser you are using, as provided by your web browser. This information is used for statistical purposes to help us manage our site but does not identify you in any way. We collect personal information about you only if you volunteer it in a survey, through registration and/or when making a donation. We may use this information to contact you for support purposes and to answer questions you submit to the site. All information is kept confidential.

If you supply us with your mailing address or email address, you may receive periodic communications from us with information about new programs and services or upcoming events. If at any time you wish to discontinue receiving this information you can unsubscribe through a link in all email communications, complete the Contact Us form on our website or call our Membership Services office at the Clark Memorial YMCA.

USE OF OUR WEB SITE BY CHILDREN

We do not knowingly collect any personal information from children under age 13. Any section of the web site directed at children under age 13 will not request personal information.

DONATION / PAYMENT INFORMATION

The Wendell P. Clark Memorial YMCA makes donations and payments easy for you through the use of reputable third party on-line transaction systems.

The page you view while processing a payment is encrypted before being transmitted over the Internet. Encryption makes it very difficult for unauthorized people to view information traveling between computers. It is therefore very unlikely that anyone reads the page as it travels across the network.

We maintain records of all payments and contributions to the Wendell P. Clark Memorial YMCA. All information is kept private and confidential, stored in a secure location and accessible only by authorized staff.

SECURITY USED TO PROTECT YOUR INFORMATION

We store all user information in secure databases protected via a variety of access controls, including password protection and electronic firewalls.

SHARING OF INFORMATION

The Wendell P. Clark Memorial YMCA does not share or sell mailing lists or any information pertaining to donors, members, or visitors.

RESTRICTIONS ON USE OF MATERIALS

The contents of the YMCA's website (the website) are protected by copyright and trademark laws, and are the property of the YMCA. Unless we say otherwise, you may access the materials located within the website only for your personal use. This means you may download copies of posted materials for personal, noncommercial use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice.

When you download copyrighted material, you do not obtain any ownership rights to that material. You may not modify, copy, publish, display, transmit, adapt or in any way exploit the content of the website. Only if you obtain prior written consent from us — and from all other entities with an interest in the relevant intellectual property — may you publish, display or commercially exploit any material from the website.

DISCLAIMERS

The services materials on the website are provided "as is" and without warranties of any kind, either expressed or implied. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

We do not warrant that any functions contained in the website will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes them available are free of viruses or other harmful components.

We do not make any representations regarding the use or the results of the use of the services or materials in this website in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire cost of all necessary servicing, repair or correction to your system.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

We do not endorse, warrant or guarantee any products or services offered on the website. We are not a party to, and do not monitor, any transaction between users and third-party providers of products or services.

LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence, will we be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on the website, or any products or services provided pursuant to the website, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the website.

NO PERSONAL ADVICE

The information contained in or made available through the website cannot replace or substitute for the services of trained professionals in any field, including, but not limited to medical or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We make no representations or warranties concerning any treatment, action, or

application of medication or preparation by any person following the information offered or provided within or through the website. We will not be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

ADMINISTRATION OF OUR WEB SITE / COMPLIANCE WITH LAW

We may disclose your personal information when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating our Terms and Conditions of Use or to protect the safety, property or other rights of our users or the public. In addition, we may disclose or access account information for administrative and other purposes that we believe are necessary to develop, maintain, and improve our products and services. We also may disclose your personal information if we believe in good faith that we are required to do so in order to comply with applicable law, a subpoena, or other legal process.

INDEMNITY

You agree to defend, indemnify and hold us harmless, and our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) any breach by you of any of these terms and conditions, (ii) your content and materials, (iii) your use of materials or features available on the website (except to the extent a claim is based upon infringement of a third party right by materials created by us) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

JURISDICTIONAL ISSUES

We control and operate this website from our offices in the United States of America. We do not represent that materials on the website are appropriate or available for use in other locations. Persons who choose to access this website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

MISCELLANEOUS

These terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any principles of conflicts of law. You agree that any action of law or inequity that arises out of or relating to these terms will be subject to the exclusive jurisdiction of the state and federal courts of Massachusetts. If any of these terms and conditions is found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. We may revise these Terms at any time without prior notice. Please review these terms for any changes each time you access this website. Your continued use of this website following the posting of any revisions to these terms will mean you accept those changes.

CONTACT INFORMATION

You may contact us by phone at 978-297-9622 and ask for the Business Manager. The address for the web site of the Wendell P. Clark Memorial YMCA is: www.ClarkYMCA.org or www.theclarkymca.org

Our mailing address is:

Wendell P. Clark Memorial YMCA
155 Central Street
Winchendon, MA 01475

Digital Millennium Copyright Act ("DMCA") Notice

Materials may be made available via the website by third parties not within our control. We are under no obligation to, and do not, scan content used in connection with the website for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe upon another party's copyright to remain on the website.

If you believe any materials on the website infringe upon a copyright, you should provide us with written notice that at a minimum contains:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
- iii. 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;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- v. 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
- vi. 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.

All DMCA notices should be sent to our designated agent as follows:

**Clark Memorial YMCA
Attn.: Copyright Claims
155 Central St
Winchendon, MA 01475**

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.