

## **Privacy Policy**

When you provide us with online information through this Website, we respect your privacy. It is important for you to understand what information we collect about you during your visit and what we do with that information. Please note that your visit to our Website is subject to this Privacy Policy and our Terms and Conditions and that different policies may apply to information that we collect offline.

At all times, we reserve the right to disclose any information, including personally identifiable information, to comply with any applicable law, regulation, legal process or governmental request; to protect NMBBAA rights or property (including without limitation in the event of a transfer of control of a NMBBAA company, affiliate, or brand, or substantially all of its assets), or during emergencies when safety is at risk, or for credit fraud protection and risk reduction purposes.

### **1. Information Collection and Use**

We only collect personally identifiable information about you via this Website when you provide it in connection with a request for a product, service, or information. For example, if you decide to place an order, we will ask you for your delivery and billing address, phone number(s), email address, credit card number and its expiration date. If you decide to complete a user registration form or survey, we may ask you for information such as your contact information (e.g., name, e-mail address and mailing address), age group or birth date. When you submit your personally identifiable information on this Website, you are giving your consent to the collection, use and disclosure of your personal information as set forth in this Privacy Policy. NMBBAA may use the information that you provide to fulfill your request for a product, information, or other service, or respond to an email or other request, as well as to create and deliver to you our newsletters or surveys, communications containing product information, usage tips or promotions, help improve our website(s) or services, or customize visitors' experience at our website(s). We do not share your credit card or other account information with unaffiliated third parties unless you authorize us to do so, or if it is necessary to fulfill our responsibilities including, but not limited to, delivering a product or service that you order. If you prefer not to receive email marketing communications from us or from third parties, please see Section 6 below.

You cannot opt-out of receiving communications from NMBBAA (or third parties who may assist us) relating to a specific order or request for a product or service. (This policy does not apply to communications relating to marketing, which is specified in Section 6 below.) We may also collect, store or accumulate certain non-personally identifiable information concerning your use of this Website, such as information regarding which of our pages are most popular. Information gathered may be used in aggregate form for internal business purposes, such as generating statistics and developing marketing plans. We may share or transfer such aggregate, non-personally identifiable information with or to our affiliates, licensees and partners.

With the exception of youth participants in the Leaders of Tomorrow Program, this Website is intended for adults. We do not knowingly collect personal information from children under the age of 13. However, if the parent or guardian of a child under 13 believes that the child has provided us with personally identifiable information, the parent or guardian of that child should contact us at [marketing@nmbbaa.org](mailto:marketing@nmbbaa.org) if they want this information deleted from our files so that it is not in retrievable form. If we otherwise obtain knowledge that we have personally identifiable information about a child under 13 in retrievable form in our files, we will delete that information from our existing files so that it is not retrievable.

### **2. Ensuring Your Security**

We use Secure Sockets Layer (SSL), an advanced security protocol that protects your credit card information and ensures secure online ordering. SSL Internet connections are encrypted, and thus protect all credit card ordering information, including your name, address and credit card number, so no one can read it in transit. We use secure technology, privacy protection controls, and restrictions on employee access, to safeguard your personal information.

### **3. Safe Shopping Guarantee**

We guarantee that every online transaction you make will be "100% safe". This means you pay nothing if unauthorized charges are made to your card, as a result of shopping at our online store. It is determined that

under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50.00 of fraudulent charges. If your bank does hold you liable for any of this \$50.00, we will cover the entire liability for you, up to the full \$50.00. We will only cover this liability if the unauthorized use of your credit card resulted through no fault of your own from purchases made while using the secure server. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

#### **4. Technology Utilized**

We use cookies to monitor the performance of the site and to measure its effectiveness. "Cookies" are small pieces of information stored by your browser on your computer's hard drive. We do not use cookies to obtain any personally identifying information. Most web browsers automatically accept cookies, but you can usually change your browser to prevent this. Please be assured that accepting a cookie does not give us access to your computer or personal information under any circumstances. If you disable cookies, you may be unable to order or use other features of our sites. If you experience any problems, please email us at [marketing@nmbmaa.org](mailto:marketing@nmbmaa.org) to place your order.

#### **5. Third Parties**

We may rely on other companies and individuals to perform functions on our behalf. Examples include data analysis firms, customer support specialists, webhosting companies, and fulfillment companies (e.g., companies that fill product orders or coordinate mailings). We may share personally identifiable information with such third parties as appropriate for them to perform their functions, but they may not use such information for any other purpose. If you do not want to receive email marketing communications, see section 6 below for opt-out information.

#### **6. Email Marketing**

We want to communicate with you via email correspondence only if you want to hear from us. When you purchase an NMBBAA product, we may from time to time send you email messages describing new products, special offers, and great values. If for any reason you would no longer like to receive email messages from the NMBBAA brand you purchased, you can [click here](#) to opt out of receiving marketing email messages.

Your privacy is important to us, and for this reason we will not share or sell your email address with any third parties.

Please note, if you decide not to receive marketing emails from a NMBBAA, you may still receive "Transactional" email messages regarding your order (i.e., order confirmation, shipping information, customer service notifications, etc.) If you have questions or concerns regarding this statement, please contact us at [marketing@nmbmaa.org](mailto:marketing@nmbmaa.org).

#### **7. Update and Changing of Policy**

NMBBAA may at any time revise this Privacy Policy by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Privacy Policy to which you are bound.

#### **Terms and Conditions**

These terms and conditions outline the rules and regulations for the use of our Website.

By accessing this Website, we assume you accept these terms and conditions in full. Do not continue to use this website if you do not accept all of the terms and conditions stated on this page.

#### **Cookies**

We employ the use of cookies. By using 's Website you consent to the use of cookies in accordance with our privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate/advertising partners may also use cookies.

## License

Unless otherwise stated, NMBBAA and/or its licensors own the intellectual property rights for all material on NMBBAA's website. All intellectual property rights are reserved. You may view and/or print pages from <http://nmbbaa.org> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

1. Republish material from <http://nmbbaa.org>
2. Sell, rent or sub-license material from <http://nmbbaa.org>
3. Reproduce, duplicate or copy material from <http://nmbbaa.org>

Redistribute content from <http://nmbbaa.org> (unless content is specifically made for redistribution).

## User Comments

1. This Agreement shall begin on the date hereof.
2. Certain parts of this Website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the Website. NMBBAA does not screen, edit, publish or review Comments prior to their appearance on the Website, and Comments do not reflect the views or opinions of NMBBAA, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws, NMBBAA shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this Website.
3. NMBBAA reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.
4. You warrant and represent that:
  1. You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
  2. The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
  3. The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
  4. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.
5. You hereby grant to NMBBAA a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

## Hyperlinking to our Content

1. The following organizations may link to our Web site without prior written approval:
  1. Government agencies;
  2. Search engines;
  3. News organizations;
  4. Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
  5. Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.
2. These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.
3. We may consider and approve in our sole discretion other link requests from the following types of organizations:
  1. commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;

2. [dot.com](#) community sites;
3. associations or other groups representing charities, including charity giving sites,
4. online directory distributors;
5. internet portals;
6. accounting, law and consulting firms whose primary clients are businesses; and
7. educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [marketing@nmbaa.org](mailto:marketing@nmbaa.org). Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

1. By use of our corporate name; or
2. By use of the uniform resource locator (Web address) being linked to; or
3. By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of NMBAA's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your web site. You agree to indemnify and defend us against all claims arising out of or based upon your web site. No link(s) may appear on any page on your web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Reservation of Rights**

We reserve the right at any time and in our sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these terms and conditions and our linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions.

### **Removal of links from our website**

If you find any link on our Website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. While we endeavor to ensure that the information on this Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date.

**Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our Website and the use of this Website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the Website and the information and services on the Website are provided free of charge, we will not be liable for any loss or damage of any nature.