# **Privacy Policy**

Our site contains links to websites that are maintained by other people and or other companies. We do not generally monitor the content on these sites, nor do we have the ability to control these sites. For these reasons, we cannot take responsibility for this third-party content, and we urge you to direct any complaints of concerns about such content to the administrator or webmaster of the relevant site. Thank you.

## PRIVACY NOTICE AND CONDITIONS OF USE mysccar.org

Last updated: December 2021

The Santa Cruz County Association of REALTORS® ("SCCAR") has created this Privacy Policy to demonstrate our firm commitment to privacy and so that you, as a visitor to SCCAR Web site, will be aware of the uses made of information that may be generated as a result of you using our Web site. SCCAR understands that its members and users care how information is used and shared. By visiting mysccar.org, you are accepting the practices described in this Privacy Notice.

## What information is generated when you visit SCCAR Online?

**Information You Give Us:** We receive and store any information you enter on our Web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, and communicating with you. Unless we receive your approval to do otherwise, any personal information that you provide to us will only be used by us to fulfill the stated objective for which the information was requested or collected (e.g. if information is provided as a result of you e-mailing us, we will only use the information provided, such as e-mail address, to respond to you). SCCAR does not sell, loan or rent member e-mail addresses. The National Association of REALTORS® and California Association of REALTORS® also each have standing policies that they will not sell, loan or rent member e-mail addresses.

Generated Information: We receive and store certain types of information whenever you interact with us. For example, we may use "cookies," and we may gather certain information when you access SCCAR.org. Other types of information that we may collect or generate when you access our Web site is information that we consider to be "nonpersonal" in nature. For example, we may collect the name of the domain from which you access the Internet; the date and time you access our site or and the Internet address of the web site from which you linked directly to our site. We use this information solely to measure the number of visitors to the different sections of our Web site and to help us make our Web site more useful to visitors. You may tell your browser not to accept "cookies," although we will not be able to provide you with the most personalized experience at mysccar.org if we cannot recognize you, we want you to be aware that tools exist to block this transfer of information.

E-Commerce/Portal: This area on our Web site is where you can purchase various real estate related products or register for events or classes. In order to process and complete your orders though this area, we will need to ask you for certain information, such as your name, company name, address, state and zip code. We also need to ask you for your credit card number and expiration date. The information collected through e-commerce is used to process your order and may also be used to keep track of the amount and types of purchases being made, and payment history. With respect to your credit card information, this information is sent encrypted to a secure server. The information is then used solely to complete your purchase order. Please see the section called "Security" for more information.

#### **Does SCCAR Share the Information It Receives?**

Information about our members and/or users is an important part of our business, and we are not in the business of selling it to others. We share customer information only as described in this Privacy Notice. SCCAR controls that all who have content on its web site are either subject to this Privacy Notice or follow practices at least as protective as those described in this Privacy Notice.

**Party's Over Which SCCAR Has No Control:** We work closely with our affiliates. In some cases, such affiliates have links through mysccar.org or sell through links located at SCCAR.org. You can tell when a third party is involved in your transactions, and we share customer information related to those transactions with that third party.

**Protection and Compliance with Laws:** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Conditions of Use and other agreements; or protect the rights, property, or safety of SCCAR, our users, our members, or others. This release of information may but does not necessarily include exchanging information with other companies and organizations for fraud protection and credit risk reduction. Obviously, this exchange does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from members and/or users for commercial purposes in violation of the commitments set forth in this Privacy Notice.

**Upon Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

**REALTOR® Directory & Search:** SCCAR is a private trade association, whose membership consists of real estate professionals. As one of the many benefits of membership with SCCAR, we make available, on our

Web site, a searchable database of our members, called 'Find Member'. The directory can be used by the public to locate and contact our members by such characteristics as name and company.

The member information made available through the 'Find Member' function is intended to contain only the business information of our members. Under no circumstances will we intentionally display or make available on our Web site the personal home addresses or phone numbers of our members, unless that information is also your business information, given to us as such.

If you are a member of SCCAR and would like to be removed from the 'Find Member' function, or if you have corrections or updates to the Directory, please contact SCCAR at <u>contact@mysccar.org</u>.

SCCAR also provides a printable version of this Directory (the REACH Guide) that is accessed by SCCAR Members only. If you would like to be removed from the printable Directory, or if you have corrections or updates to the Directory, please contact SCCAR.

**Links to Other Sites**: In many areas of our Web site, we have included links to other Internet sites, which we feel add to or improve the quality of our Web site. While we hope you find these links helpful, we cannot, and do not, assume responsibility for the privacy practices or the content of any linked site. Therefore, we encourage you to investigate and determine the privacy policy and practices of any linked site prior to providing information to the linked site.

The SCCAR eScoop & REALTOR<sup>®</sup> Newsletter: We currently offer the SCCAR eScoop and REALTOR<sup>®</sup> Newsletter as a free service to our members. Through this service, our members receive the eScoop in a weekly email and REALTOR<sup>®</sup> Newsletter in an email once every other month. These email "blasts" provides industry updates, opportunities to register for events and classes, find information about a subject with embedded links, and gives the latest market conditions and legislative red alerts.

To sign up to receive this information, we ask you to provide certain information, such as your name, phone number, and email address. Under no circumstances will the information provided you when signing up to receive the eScoop or REALTOR<sup>®</sup> Newsletter be used for any purpose other than to send you the SCCAR eScoop or REALTOR<sup>®</sup> Newsletter.

**Surveys:** We may, from time to time, create and use surveys on our Web site, or in our email newsletter. Most surveys are simple "click box" surveys, where you click a box on the screen to indicate your response. However, we may from time to time ask you for your name, email address, or demographic information. If a survey does ask you this information, we will not use it for any purpose other than to complete the survey, compile statistics, and/or to update member records on our Web site.

### How Secure Is the Information Given to mySCCAR.org?

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.

It is important for you to protect yourself against unauthorized access to your password and/or to your computer. Be sure to sign off when you are finished if you are using a shared computer. Give no one your password, and do not keep it near your computer.

**Opt Out Choices:** As discussed above, you can always choose not to provide certain information, even though it might be needed to make a purchase or to take advantage of such mymysccar.org features as E-Commerce. To exercise your opt-out privilege, please feel free to email us at: <u>contact@mysccar.org</u> or write us at: 2525 Main Street, Soquel, CA 95073, Attn: Membership Department. Please be advised that if you are a member and choose to opt-out, your decision may negatively affect your ability to receive other email communications that are sent to members of SCCAR.

**Security:** We have adopted what we consider to be reasonable security measures to protect against the loss, theft, misuse and alteration of information collected through our Web site. However, if you are concerned about the security of the Internet or our Web site, we suggest that you not provide us with information; please be advised that if all or some of requested information is not received, some services and site locations may not be available or accessible.

**Corrections/Updates:** If you are a member of SCCAR, and believe that there exists information about you on our Web site which needs to be corrected or updated, please feel free to email us at: <u>contact@mysccar.org</u> or write us at: 2525 Main Street, Soquel, CA 950733, Attn: Membership Department. When you update information, we may keep a copy of your prior version for our records.

**Contacting our Web Site:** If you have any questions about this Privacy Policy, the practices of our Web site, or your dealings with our Web site, please feel free to email us at:contact@mysccar.org or write us at: 2525 Main Street, Soquel, CA 95073, Attn: Membership Department.

**Changes to Privacy Policy Statement:** With the ever-changing environment of the Internet, Internet related laws and practices, and to maintain our ability to improve the quality and safety of our Web site, we reserve the right to change this Privacy Policy at any time, with or without notice to you. As you use our Web site, we encourage you to periodically review this statement for changes that we may make. Your continued use of our Web site will constitute your agreement to any changes we make; if you do not agree with a change, or any of our policies, we suggest that you please refrain from using our Web site. The

Conditions of Use and other legal notices from us, such as this Privacy Notice, will still govern your use of SCCAR.org, and it is your responsibility to review them for changes.

**For More Information:** The Federal Trade Commission provides useful information about online privacy on its own Web site, Site Seeing on the Internet.

**Children:** Mysccar.org does not sell products for purchase by children or include content for children. If you are under 18, you may use Mysccar.org only with the involvement of a parent or guardian.

## **Conditions of Use, Notices, and Revisions**

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SCCAR may e-mail periodic reminders of our notices and conditions, unless you have instructed us not to. We recommend that you check our Web site frequently to see the most recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We abide by the promises we make and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected members and/or users.

## **Conditions of Use:**

You provide such information when you search, buy, post content, participate in a survey, or communicate with SCCAR. For example, you provide information when you search for a REALTOR, place an order through mysccar.org; provide information; communicate with us by phone, e-mail, or otherwise; complete a survey or registration form; provide employer information; and register for the events, or for the SCCAR eScoop or REALTOR® newsletter; or through e-mail communications. As a result thereof, you may give us your name, address, and phone numbers; credit card information; people to whom purchases have been shipped, including addresses and phone number; e-mail addresses; content of e-mails to us; and perhaps, financial information, including date of birth, Social Security and driver's license numbers.

Other examples of the information we collect and use are the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform; purchase history, date and time; cookie number; products you viewed or searched for; pages or links you visited. During some visits we may use software tools to measure and collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (like scrolling and clicks).

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For this purpose, SCCAR's webmaster can be reached as follows:

Webmaster Santa Cruz County Association of REALTORS® 2525 Main Street Soquel, CA 95073 (831) 464-2000 webmaster@SCCAR.org

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To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

You may contact us at:

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