



## Marshalltown Area Chamber of Commerce Website and Electronic Correspondence Terms of Use & Privacy Policy

The Terms of Use and Privacy Policy are applied to the use of the Chamber website ([www.marshalltown.org](http://www.marshalltown.org)) and electronic correspondence (i.e. email) with Chamber members. This information is designed to protect the rights and privacy of the Chamber and its members. We have created these terms and policy to demonstrate our firm commitment to the privacy and protection of information of our staff, members and affiliates.

**Correspondence**      The Marshalltown Area Chamber of Commerce corresponds via email with its members and affiliates. We respect the time and attention of our members and affiliates by controlling the frequency of our mailings.

The Chamber utilizes Constant Contact to communicate with members on a regular basis. All privacy and opt-out features are incorporated in every communication through Constant Contact with members.

**Copyrights & Trademarks**      All materials contained on the Chamber website or electronic correspondence are property of the Marshalltown Area Chamber of Commerce. All rights reserved.

No person is authorized to use, copy or distribute any portion of the website or electronic correspondence, including graphics, without the consent of the Chamber Executive Director.

**Collection of Information**      We will not collect personal information from website visitors or email recipients unless visitors choose to provide the information. This policy does not describe information collection practices on other websites, including those linked to or from the Chamber website.

The server on which the Chamber website is located collects and saves only the default information customarily logged by web server software. Such information may include date and time of the web visit or email correspondence, originating IP address, pages or images requested or other customary website statistical information.

**Sharing and Usage**      The Chamber never shares, sells or rents personal information of its staff, members or affiliates without advance permission, unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting members and affiliates.

**Opt-out**      Chamber members and affiliates may “opt-out” of receiving electronic correspondence from the Chamber at any time by contacting the Chamber office by phone, email, or personal visit.



Links to Third Party  
Websites

The Marshalltown Area Chamber of Commerce may provide hyperlinks to third-party websites as a convenience to website users. The Chamber does not control third-party websites and thus, is not responsible for the content of these sites. The Chamber is not responsible for inactive hyperlinks. The Chamber does not endorse any third-party links and thus has no liability to any entity for the content or use of content available through hyperlinks.

Limitations on  
Liability

The information and materials contained on the Chamber website and electronic correspondence could include technical inaccuracies or typographical errors. If such inaccuracies or errors are made, the Chamber will work to correct the inaccuracies or errors. The Chamber makes no representations or warranties with respect to any information, materials, graphics or links on the Chamber website.

All information is provided on a strictly “as is” basis, without warranty of any kind. The Chamber disclaims all warranties with regard to any information, materials or graphics on the website or electronic correspondence, including all implied warranties of merchantability, fitness for particular purpose and non-infringement. Under no circumstances shall the site or email correspondence owner or publisher be responsible under any theory of recovery, at law or in equity, for any damages arising out of or in any manner connected to the use of the information or services provided, or the failure to provide information or services, on the Chamber website or electronic correspondence.

Indemnification

Users of the Chamber website and email correspondence agree to indemnify, defend and hold harmless the Chamber, its members, managers, officers, employees, agents and the assigns of the same, from and against any and all loss, costs, expenses (including reasonable attorney fees and expenses), claims, damages and liabilities related to or associated with use of the Chamber website and/or email correspondence and any violation of this Privacy Policy by aforementioned users.

Security

We use commercially reasonable security measures to protect against the loss, misuse and alteration of data used by and/or collected on our system. However, we are not insurers of the security of your personal information. Therefore, we assume no liability for any disclosure of data due to errors in transmission, unauthorized third party access or other acts of third parties, or acts or omissions beyond our reasonable control.

Changes to Terms

The Marshalltown Area Chamber of Commerce reserves the right to change these Terms of Use and/or Privacy Policy at any time by posting a notice on the homepage of the Chamber.

Contact

For questions or comments regarding these Terms of Use or Privacy Policy, please contact the Chamber office at 641-753-6645 or [info@marshalltown.org](mailto:info@marshalltown.org).