



## **PRIVACY POLICY**

This Privacy Policy (Policy) applies to the websites located at <http://www.abga.org> and/or all other websites which belong to the American Boer Goat Association (ABGA), the Junior American Boer Goat Association (JABGA), and (us, we, or our as referencing either or both), and hereinafter referred to as ABGA.

We understand that your privacy is very important. This Policy explains what information we collect about you and what we do with it.

### **CAREFULLY READ EACH AND EVERY TERM AND CONDITION OF THIS POLICY IN ITS ENTIRETY.**

ABGA may update, revise, supplement, amend, waive, or otherwise modify this Policy from time-to-time, and at any time, by posting such updates, revisions, supplements, modifications or amendments (collectively, MODIFICATION, MODIFICATIONS, MODIFY, OR MODIFIED) on Announcements on the home page of the Site. Any Modification shall be effective immediately upon its posting, and will only be applicable to disputes arising, or arising out of events occurring, after such posting has been made. You are solely responsible for monitoring and reviewing all Modifications.

### **YOUR ACCESS AND USE OF THE SITE IN ANY WAY IS EVIDENCE OF YOUR AWARENESS AND ACCEPTANCE OF THIS POLICY (AS IT MAY BE MODIFIED BY ABGA FROM TIME-TO-TIME).**

IF YOU DO NOT AGREE TO ANY TERMS OR CONDITIONS OF THIS POLICY (AS IT MAY BE MODIFIED FROM TIME-TO-TIME), THEN YOU ARE PROHIBITED FROM ACCESSING OR MAKING ANY USE OF THE SITE OR ANY GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE SITE.

### **A SPECIAL NOTE ABOUT MINORS:**

IF YOU ARE NOT EIGHTEEN (18) YEARS OF AGE OR OLDER, THEN YOU ARE PROHIBITED FROM ACCESSING OR MAKING ANY USE OF THE SITE, UNLESS YOUR ACCESS AND USE IS UNDER THE SUPERVISION OF YOUR PARENT OR LEGAL GUARDIAN, IN WHICH CASE YOUR PARENT OR LEGAL GUARDIAN IS RESPONSIBLE FOR ANY AND ALL OF YOUR ACTIVITIES RELATED TO THE SITE.

### **TYPES OF INFORMATION WE COLLECT:**

We may collect personal information that you provide to us when you register or subscribe to the Site and its various services, when you log-on to certain areas of the Site that require you to submit your user name and password as a condition to gaining access to that area of the Site, when you order or purchase a product or service through the Site, or when you respond to an online survey. This information may include the following:

- Your name, address, e-mail address, telephone number, and fax number.
- Your age.
- Your date of birth.
- Your gender.
- Your occupation.
- Your interests.
- Your credit card or bank information, which our third-party payment processing company, Authorize.net, may also collect and whose privacy policy is available at <http://www.authorize.net/company/privacy>.
- Your internet protocol (or IP) address(es).
- Your purchase order information.
- Anonymous demographic information, such as your zip code.

We may also employ automated data collection processes, which may track your activities related to the

Site. These processes include “cookies”, which are pieces of information generated by online servers and stored in your computer for future access. Cookies may record information you access on one page of the Site to simplify subsequent interaction with the Site, or to help streamline your transactions on related pages of the Site. Most major web browsers are set up so that they will initially accept cookies, but you might be able to adjust your computer’s or web browser’s preferences to issue you an alert when a cookie is downloaded, or to disable the ability of third parties to download a cookie to you. Please be advised that if you choose to reject all cookies, then certain areas of the Site may not function properly.

In addition, if you send us a comment or other communication (such as e-mails, letters, facsimiles, phone calls, or voice messages), or if a third party sends us a comment or other communication (such as e-mails, letters, facsimiles, phone calls, or voice messages) about you or your activities on the Site, then we may collect the same into a file that is accessible only by authorized ABGA personnel or representatives.

#### **USE OF INFORMATION WE COLLECT:**

We might use personal information and other demographic or profile information that you provide us to:

- Contact you when necessary;
- Fulfill your order(s) or request(s);
- Process your payments;
- Improve our content, products, and services;
- Display content according to your preferences;
- Provide you with information about us and third-party companies, products and services, which, in some cases, we think may be of interest to you, such as content, banners, and promotions;
- Better tailor your experience with the Site;
- Analyze traffic to the Site;
- Monitor your activities and the activities of others on the Site;
- Improve our marketing efforts; and/or
- Protect our rights and properties, and the rights and properties of our owners, officers, directors, agents, employees, and clients (which may include you).

We might also use such information when otherwise required by law.

#### **SHARING OF INFORMATION WITH THIRD PARTIES:**

Unless you consent otherwise, we will not share, sell, license, trade, or disclose your personal information with any third parties other than those identified in this Policy. Notwithstanding the foregoing, we may share or disclose your contact or personal information with the following persons and entities:

- Our parent, subsidiary, and affiliated companies.
- Third-party service providers who manage certain aspects of the Site and/or the Site’s products and services (including, without limitation and by way of example only, web hosting company(s), credit card or other payment processing company(s), and support services company(s)).
- Universities and other educational and research institutions for research purposes.
- ABGA members, but only for purposes that ABGA determines to be legitimate.
- Third parties into which ABGA is merged or consolidated, or to which ABGA’s assets or operations (which may include the Site) have been sold, conveyed, assigned, or otherwise transferred, all of which shall be subject to this Policy. We may notify you about any such change in ownership or control of your personal information via e-mail or a prominent notice on the Site.

Notwithstanding the foregoing, we may share or disclose your personal information when required to do so by law, court order, or other governmental authority (including without limitation and by way of example

only, in response to a subpoena, or in response to a law enforcement agency's request), or when we believe in good faith that such sharing or disclosure is otherwise necessary or advisable (including, without limitation and by way of example only, to identify, contact, or bring legal action against someone who may be causing injury to or interfering with the rights, obligations, or properties of ABGA, another user of the Site, or anyone else who may be harmed by such activities).

#### **INFORMATION SUBMITTED IN FORUMS:**

The Site may offer, or offer access to, certain chat rooms, instant messengers, weblogs, bulletin boards, message boards, news groups, and/or other public or private forums or social media platforms (collectively, the FORUMS). Any information that you or a third party discloses in the Forums becomes (and shall be deemed) public information. Thus, you should exercise caution in deciding whether to disclose personal or other information in the Forums, and you do so at your own risk.

#### **SECURITY:**

We are committed to maintaining the security of your personal information, and have measures in place to help protect against the unauthorized disclosure, loss, misuse, or alteration of such information under our control. For example, the Site utilizes Secure Socket Layer (SSL), a protocol that provides some security for the transmission of information over the Internet by way of a user name and password. Further, all credit card transactions occur in areas of the Site using SSL encryption software to process orders. But, please observe that "perfect" or "100%" security does not exist on the Internet.

To help us maintain the security of your personal information, we ask that you please refrain from sharing your user name and password associated with the Site to others, and notify us immediately if your user name or password has been lost, stolen or compromised for any reason. We also ask that you please notify us immediately of any unauthorized access or use of the Site or its content.

#### **APPLICATION OF THIS POLICY TO LINKED SITES:**

You may be able to link from the Site to third-party websites (collectively, LINKED SITES). This Policy does not apply to Linked Sites. We are not responsible for the availability of or content found on Linked Sites, or for the privacy policies of such Linked Sites (if any). You should make sure that you read and understand the privacy policies of Linked Sites before you subscribe, access, use, or download content from those Linked Sites. Please direct any concerns you may have about Linked Sites to their respective website administrators, webmasters or other persons whom those Linked Sites may designate as an appropriate contact person.

#### **UPDATES AND DELETIONS:**

You may update or delete your personal information from our database at any time by contacting us as directed below towards the end of this Policy. You may update certain information about you by utilizing the member information page in the ABGA Online Member Services. You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information up to date.

#### **MODIFICATIONS OF THIS POLICY:**

We reserve, and shall have, the exclusive right to Modify this Policy, in whole or in part, from time-to-time, and at any time, by posting such Modifications on the Site. Any Modification shall be effective immediately upon its posting on the Site and will only be applicable to disputes arising, or arising out of events occurring, after such posting has been made. You are solely responsible for monitoring and reviewing all Modifications. YOUR ACCESS AND USE OF THE SITE IN ANY WAY AFTER ANY MODIFICATION IS POSTED ON THE SITE IS EVIDENCE OF YOUR ACCEPTANCE OF SUCH MODIFICATION.

**GOVERNING LAW; JURISDICTION; VENUE:**

This Policy shall be governed, interpreted and enforced in accordance with the laws of the State of Texas and applicable federal law of the United States of America, regardless of the place of its execution or performance and any conflicts of law analysis. For the avoidance of any doubt, The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Policy. THE PARTIES IRREVOCABLY AGREE, CONSENT AND OTHERWISE SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF A COURT OF APPROPRIATE SUBJECT MATTER JURISDICTION LOCATED IN TOM GREEN COUNTY, TEXAS, UNITED STATES OF AMERICA FOR THE ADJUDICATION OF ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING FROM OR IN CONNECTION WITH THIS POLICY.

**SEVERABILITY:**

If any term or condition of this Policy is held invalid or unenforceable by a court of competent jurisdiction, then said term or condition shall be severed from this Privacy Policy and the remaining terms and conditions shall not be affected.

**CONTACT US:**

Please direct any questions or comments you may have about this Policy or our privacy practices to the following:

American Boer Goat Association  
4258 South Jackson Street  
San Angelo, Texas 76903  
Tel.: (325) 486-2242  
Fax: (325) 486-2637

**Effective:** November 1, 2011

**Updated:** April 18, 2015