

(ISC)² San Francisco Chapter Privacy Policy

Your Privacy Rights

This Privacy Policy describes how the (ISC)² San Francisco Chapter ("(ISC)² SF Chapter" or "(ISC)²-SF") collects, uses, shares, and retains personally identifiable information you provide. The Policy is effective as of June 1, 2012. The policy was last modified on June 1, 2012. This Privacy Policy applies only to information collected by (ISC)² SF Chapter ("we" or "us") at www.isc2-sf-chapter.org. It does not apply to information collected or used by International Information Systems Security Certifications Consortium, Inc. - (ISC)² web sites, including www.isc2.org (for the (ISC)² Privacy Policy, please visit [ISC2 Privacy Policy](#)). This Privacy Policy also does not cover the practices of (ISC)²-SF Chapter business partners (such as vendors, sponsors, or advertisers), nor does it apply to personally identifiable information that we collect from or about our employees, consultants, contractors, vendors, sponsors, or advertisers.

Modifications to this Policy

From time to time, (ISC)² SF Chapter may need to update or modify this Privacy Policy, including to address new issues or to reflect changes on our web sites. To the extent required by law, (ISC)² SF Chapter will notify you of material changes to this Privacy Policy, including by posting the most recent version of the Privacy Policy and information about the changes from the previous version on the (ISC)² SF Chapter web site (www.isc2-sf-chapter.org)

International Visitors

If you are providing personally identifiable information and are not a resident of the United States, your country's laws governing data collection and use may differ from those in the United States. In particular, the U.S. may not provide the same level of protections as those in your own country. By providing information to (ISC)² SF Chapter, you are transferring your personal data to the United States, and you consent to the transfer to, retention of, and processing of your data in the United States.

Collection of Personally Identifiable Information

(ISC)² SF Chapter collects and maintains a variety of personally identifiable information, including email addresses, phone numbers, business and home addresses, as well as demographic information such as courses or areas of study in which you may be interested. (ISC)² SF Chapter collects information directly from you through online registration forms, as well as offline, through exam or event registration or attendance forms. Information is collected and maintained from members, exam candidates, those who have been certified by (ISC)², applicants, event attendees, speakers, participants in (ISC)² SF Chapter programs, purchasers of (ISC)² SF Chapter products and services, current and past web site users, survey respondents, and others. To the extent that information requested is not required for your participation in a given (ISC)² SF Chapter program, you will be told which information is optional. Should you fail to provide optional information, certain (ISC)² SF Chapter programs or features may not be available to you.

In certain limited circumstances, we may ask you to provide information regarding your prior

criminal convictions to assess your suitability to become an (ISC)² SF Chapter member, or information regarding your disabilities, health condition, or food restrictions so that we can make suitable arrangements to accommodate you at seminars and other Chapter events. We appreciate that you may consider this information to be particularly sensitive, and you can rest assured that we will keep such information in the strictest confidence and use it only for the limited purposes for which it was collected.

(ISC)² SF Chapter may also maintain information about you that you do not directly provide, whether it is information received from third parties, such as business partners who provide exam administration services, or information (ISC)² SF Chapter collects about your activities. For example, (ISC)² SF Chapter keeps track of which events you have attended (meeting and conferences), which boards and committees you have served on, and which chapter offices you have held.

Passive Online Data Collection

(ISC)² SF Chapter also collects certain information passively, such as collecting online, non-identifying information through the use of cookies technology and/or Internet Protocol (IP) address tracking. Non-personal identification information might include the browser used by you, the type of computer, the operating systems, the Internet service providers, and other similar information. The (ISC)² SF Chapter system also automatically gathers information about the areas you visit on the Site and about the links you may select from within the Site to other sites. Most browsers are set to accept cookies. You can set yours to refuse cookies, or to alert you when cookies are being sent. However, if you disable cookies, the full functionality of our sites may not be available to you.

On the (ISC)² SF Chapter Site, there may be certain third-party advertisers whose advertisements contain cookies that collect data from you. Some of those cookies may contain tracking mechanisms that observe your behavior across multiple Sites. (ISC)² SF Chapter does not control the use of cookies by advertisers or third parties displaying data on the Site or on the sites you visit using links from the Site.

Use, Sharing and Retention of Personally Identifiable Information

(ISC)² SF Chapter uses personally identifiable information for the purposes described at the time of collection or as otherwise described to you; to process your requests; as permitted by law to provide you with information about (ISC)² SF Chapter, our products and services or other products and services in which we believe you may be interested; or for other legitimate (ISC)² SF Chapter business purposes, including order processing, processing of membership applications, or registering you for event or training programs. We may also use your personally identifiable information to tailor your experience at our sites, to compile and display content and information that we think you might be interested in, and to provide you with content according to such preferences. (ISC)² SF Chapter also publishes the names, titles, business affiliations of officers, committee members and others who have assisted with initiatives or projects.

(ISC)² SF Chapter may share personally identifiable information with third parties for legitimate business purposes, including for the following reasons or in the following circumstances:

- To vendors or third-parties who deliver or provide goods and services or otherwise act on behalf of or at the direction of the (ISC)² SF Chapter, which third parties include, for example, training providers and partners, product-fulfillment companies, third-party event hosts, other third parties who may provide services on web sites that are accessible from links on one of our Site, and credit card companies processing payment;
- To (ISC)² SF Chapter volunteers and board members;
- If you are an event attendee, speaker, or sponsor, certain of your information will be included in the event roster, which will be publicly disclosed, and may also be shared with third-party event sponsors and exhibitors;
- To investigate potentially fraudulent or questionable activities;
- In anticipation of and in the course of an actual or potential sale, reorganization, consolidation, merger, or amalgamation of all or part of our business or operations; and
- When we believe it is necessary to cooperate with law enforcement or in response to a government request, including if specifically requested or required, as otherwise permitted by law, and for other valid (ISC)² SF Chapter business purposes.

(ISC)² SF Chapter also may use your profile information on an aggregate basis – without personal identifiers – to provide third parties with information, such as to help us develop new features and content for the Site, and to provide Sponsors and others with aggregate information about our users and the usage patterns of the Site.

(ISC)² SF Chapter retains personally identifiable information for as long as necessary for its legitimate business purposes, and as otherwise permitted by applicable law.

Security

(ISC)² SF Chapter uses reasonable measures to safeguard sensitive personally identifiable information, and follows applicable laws regarding safeguarding any such information under our control. In addition, in some areas of our Site, (ISC)² SF Chapter may use Secure Socket Layer (SSL) or Transport Layer Security (TLS) encryption technology to enhance data privacy and help prevent loss, misuse, or alteration of the information under (ISC)² SF Chapter control. As the (ISC)² SF Chapter Site evolves in functionality, the Chapter will regularly review that strong security measures appropriate to this functionality are in place.

(ISC)² SF Chapter cannot guarantee, however, that your information will remain secure. The Internet by its nature is a public forum, and (ISC)² SF Chapter encourages you to use caution when disclosing information online. Often, you are in the best situation to protect yourself online. You are responsible for protecting your username and password from third party access, and for selecting passwords that are secure.

Links to Third-Party Sites

From time to time, (ISC)² SF Chapter will provide links to third-party web sites, or advertisements will contain links to third-party sites. For example, (ISC)² SF Chapter may link to a third party who is assisting in or is providing online training services. These links are provided as a service to you. These sites are operated by independent entities that have their own privacy policies. (ISC)² SF Chapter's Privacy Policy does not apply to such other sites or to the use that those entities make of your information. (ISC)² SF Chapter has no control over the content displayed on such sites, nor over the measures, if any, that are taken by such sites

to protect the privacy of your information.

Your Privacy Rights Relating to Certain Information Disclosures

If you have an established business relationship with us you may request from us a list of the categories of personal information we have disclosed to third parties for those third parties' marketing purposes, and a list of all third parties to whom we have shared that information. We will include in that list the names and addresses of the third parties who received the information and used it (or who we believe may have used it) for their own marketing purposes.

In those cases when you want (ISC)² SF Chapter to provide a copy of the information held on you, (ISC)² SF Chapter may require the payment of an administration fee of \$15. Additionally and upon your written request, (ISC)² SF Chapter will update/correct personal information previously submitted which you believe to be inaccurate.

Your California Privacy Rights

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our members who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to the mailing address listed in the Contact Us tab at www.isc2-sf-chapter.org.

How to Contact (ISC)² SF Chapter to Modify Your Information or Preferences

- Email us at info@isc2-sf-chapter.org, or
- Write us at the mailing address listed in the Us tab at www.isc2-sf-chapter.org

Responses to requests sent to this email address will be provided within 30 days. Questions regarding this Privacy Policy should be directed to (ISC)² SF Chapter by emailing info@isc2-sf-chapter.org. If you would like to modify the types of marketing email messages you receive from (ISC)² SF Chapter, you may do so by following the instructions within the body of any email message that you receive from us.

Children

(ISC)² SF Chapter does not believe its Site is appealing to children, nor is it directed to children under 13 years old. (ISC)² SF Chapter does not knowingly collect personally identifiable data from persons under the age of 13, and strives to comply with the provisions of COPPA (The Children's Online Privacy Protection Act). If you are a parent of a child under 13, and you believe that your child has provided us with information about him or herself, please contact us at info@isc2-sf-chapter.org.

TERMS & CONDITIONS OF USE OF ISC2-SF-CHAPTER.ORG

The ISC2-SF-CHAPTER.ORG web site (the "Site") is produced by the (ISC)² SF Chapter (the "Site Owner"). All use of the Site is subject to the Terms and Conditions set forth below. By entering and using the Site, you acknowledge that you have read and understood such Terms and Conditions and that you agree to abide by them. Also, you agree that Site Owner may use information that you supply to it in any manner consistent with the Privacy Policy.

Site Owner believes the privacy and confidentiality of an individual's personal information is important. Site Owner may need to change this Privacy Policy from time to time in order to address new issues and to reflect changes on our Site. Please refer to the Privacy Policy regularly because your use of the Site signifies that you agree to be bound by the terms and conditions of this Privacy Policy, as amended from time to time.

Disclaimers And Other Information

- a. INFORMATION SUPPLIED BY SITE OWNER IS PROVIDED "AS IS" AND NEITHER SITE OWNER NOR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONTENTS OF THE SITE OR INFORMATION FURNISHED BY THEM OR OUR AGENTS, EMPLOYEES OR REPRESENTATIVES AND SPECIFICALLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR USE, APPLICATION OR PURPOSE.
- b. BY ENTERING THE SITE YOU HEREBY EXPRESSLY AGREE THAT SITE OWNER, AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, DEMANDS OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AS A RESULT OF YOUR USE OF THE SITE OR ANY INFORMATION YOU OBTAIN ON IT OR ANY OTHER INTERACTION WITH SITE OWNER. IN DOING SO, YOU AGREE THAT YOU ARE WAIVING VOLUNTARILY AND UNEQUIVOCALLY ANY LIABILITY OF SITE OWNER.
- c. Site Owner does not make any representation or warranty concerning errors, omissions, delays or other defects in the information supplied to users, or that its files are free of viruses, worms, Trojan horses or other codes that include or manifest contaminating or destructive characteristics.
- d. With respect to communications to Site Owner, Site Owner does not guarantee that it will respond to all inquiries.
- e. Site Owner is not responsible for your classification of contributions, dues or gifts for tax purposes.
- f. If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so

determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

- g. Any notice to Site Owner shall be given in writing and sent by certified and registered mail to (ISC)² SF Chapter, Attn: Chapter President, 601 Van Ness Ave, Suite E128, San Francisco, CA 94012.
- h. The application of these provisions, disclosures and disclaimers and all other matters arising from your use of this Site or of any information you obtain from Site Owner shall be governed by the laws of the United States of America and the State of California. Any claims, disputes or other controversies relating to or arising from these provisions, disclosures and disclaimers or from your use of this Site or any information you receive from Site Owner shall be brought exclusively in San Francisco, California, and you hereby expressly consent to the exercise of jurisdiction over you by such courts.

YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

SITE OWNER MAKES NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERTAKINGS CONTRARY TO THOSE SET FORTH ABOVE.