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This website is owned by ORPCA. Visitors who choose to visit this website do so on their own initiative. Those visitors are solely responsible for compliance with all laws, rules and regulations, federal, state, local or foreign, applicable to the use of this website and the information, content, material and services contained herein.

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Claims relating to this website, to the use of this website, and to the information, content material and services available through this website are governed by the laws of the United States of America and the State of Ohio, as applicable. You hereby unconditionally, voluntarily and irrevocably consent to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Ohio, Eastern Division, and the Court of Common Pleas of Cuyahoga County, Ohio in any claim or dispute concerning, relating to, or arising from this website and any information received from or through this website. You agree not to plead *forum non conveniens* in any such action and you consent to service of process.

#### **Visitor Online Conduct**

You agree to use this website only for lawful purposes.

You agree to use this website only for its intended purposes.

ORPCA reserves the right to prohibit any conduct involving this website that it deems to be inappropriate.

You agree not to disrupt this website.

You agree not to interfere with or compromise the security of this website.

You agree not to disrupt or interfere with any other visitor's use of this website.

You agree that you are solely responsible for any actions you undertake while visiting this website and that you will comply with all applicable local, state, federal and international laws, rules and regulations applicable to this website and the Internet, including United States copyright laws and export restrictions.

You represent and warrant that all information that you provide to gain access to the services provided by this website is accurate and truthful.

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You agree to indemnify, defend and hold ORPCA and its shareholders, officers, directors, employees, agents and affiliates (collectively, "Affiliated Parties") harmless from any damages, liability, loss, claim and expense, including reasonable attorneys' fees, related to your violation of these Terms of Use.

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#### **Disclaimers**

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# **Change of Terms**

These Terms of Use supercede any prior and contemporaneous agreements, representations, warranties and understandings with respect to the website or the Content provided by or through the website and the subject matter thereof. By using this website, you agree to these Terms of Use as well as any posted changes of these Terms of Use. We reserve the right to change these Terms of Use at any time. We ask that you review these Terms of Use from time to time to ensure you are familiar with the most current version of it. If you do not agree to these Terms of Use, DO NOT use this website.

## Severability

If any provision of these Terms of Use is held invalid or unenforceable in whole or in part in any jurisdiction, that provision shall be ineffective in that jurisdiction without affecting the validity or enforceability of the remaining provisions of these Terms of Use.

## **Headings of the Terms of Use**

The section headings used in these Terms of Use are for reference and the convenience of the readers and shall not constitute part of these Terms of Use for interpretation purposes.

#### **Entire Agreement**

These Terms of Use constitute the entire and only agreement between you and ORPCA and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to the subject matter hereof.

#### No Waiver

The failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision.

# Acceptance

I understand that by using this website, I am subject to the terms and conditions set forth herein. Notwithstanding the foregoing, I accept and agree to be bound by all such terms and conditions.

If you do not agree to the terms and conditions herein, YOU MAY NOT use this website.

# ORPCA PRIVACY POLICY

# **ORPCA's Thoughts on Privacy**

ORPCA is committed to protecting your online privacy while you use our website. We urge you to read the privacy policy in its entirety so you will understand all of the practices and procedures we follow relating to your online privacy.

## What This Privacy Policy Covers

In this privacy policy, ORPCA will inform you about the type of information that is collected about you on this website, how the information is collected, what the information will be used for and to whom it will be given. This privacy policy will also tell you how to limit our use of your personal information.

#### **Contact our Website**

This website is the responsibility of ORPCA. You can contact us by e-mail at **david.bly@ohiorpca.org** or by regular mail at 21668 Meadows Edge Lane, Strongsville, OH 44149-2802.

#### What Kind of Information ORPCA Collects from all Visitors

While we don't ask for any registration or personal information to check out our site, some information about your server address, Web browser, and computer system are automatically transmitted to our Web servers so that we can operate our site on the Internet. In addition, as part of our site operation, we reserve the right to automatically collect and track:

- The home server domain names, e-mail addresses, type of computer, and type of Web browser you are using while you visit our website; and
- Information on what pages of the website you access.

# **How We Use Members' Personal Information** []

ORPCA will never sell or rent your personally identifiable information to other organizations. ORPCA will share your personally identifiable information with other entities only when:

- We provide your information to another company that assists us in providing you information or services, such as publication of our newsletter, and we will disclose your information only to persons and/or companies that are reputable;
- We are required by law to provide your information;
- We find that your actions on our website violates our Terms of Use agreement that you agree to by using our website.

#### Cookies

A "cookie" is a persistent client side hypertext transfer protocol file. Cookies are pieces of information that a website can transfer to a visitor's hard drive for record-keeping purposes. Cookies help Web surfing by saving visitor preferences and other information. The use of cookies is a widespread industry standard and thus many major websites use cookies.

Most Web browsers are initially configured to accept and process cookies. You can configure your browser to refuse cookies.

More extensive information concerning cookies is available on the World Wide Web by searching for the word "cookies." If you have any questions concerning our use of cookies, please contact us at david.bly@ohiorpca.org.

We reserve the right to use cookies on the ORPCA website.

# **Opting-Out**

You may opt-out of having your personal information collected by contacting us by e-mail or regular mail. Please note that in order to fulfill certain obligations, we may need to continue sending you notices or other important information concerning any orders or services you request.

# **Requesting to See Your Personal Information**

You may request via e-mail or regular mail that we provide you with the personal information we have concerning you. Once you receive this information, you may request that we modify or remove any of your personal information. We reserve the right to verify your identity before sending you this information.

# **Changes to This Privacy Policy**

We reserve the right to change this policy at any time. We ask that you review this privacy policy from time to time to insure you are familiar with the most current version of it.

# **Acceptance of This Privacy Policy**

By using this website, you agree to the terms as well as any posted changes of this Privacy Policy. If you do not agree to the terms, DO NOT use our website.

Date of last update: June 22, 2010.