

## **Spanish Colonial – Website Privacy Policy** *Updated March 11, 2022*

Thank you for visiting the Spanish Colonial Arts Society website (the “**Website**”) which is operated by Spanish Colonial Arts Society, a New Mexico nonprofit organization (the “**Society**,” “**we**,” or “**us**”). Protecting individual privacy is important to us. This Privacy Policy is intended to notify you or, in the case that you represent a company or other entity, that company or other entity (“**you**” or “**your**”), of the type of information that we may collect from users of the Website and to generally summarize how we use and protect that information. Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. **BY USING THE WEBSITE, YOU AGREE TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY, PLEASE DO NOT USE THE WEBSITE.**

### 1. The Information We Collect.

A. Non-Personally Identifiable Information Collected. When you visit the Website, we may use a web server and web server log to automatically track and collect certain non-personally identifiable information, including, without limitation, your Internet Protocol (IP) address, operating system, browser type, your type of mobile device (if you are accessing the Website from a mobile device), pages viewed, access times and other relevant statistics. We also may use common information collection tools like “cookies,” which are small pieces of data placed on the visitor’s computer hard drive, to help the Website recognize unique users and monitor general traffic and site use trends. Cookies help us to understand how you use and navigate the Website and, in turn, how we can make the Website more user friendly. With most Internet browsers, you can erase or reject cookies, or set your browser to prompt a warning whenever a cookie is sent. Please note that disabling cookies may result in the Website not functioning properly. From time to time, the Society may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of the Website.

B. Personally Identifiable Information Collected. From time to time, the Website may provide opportunities for you to submit personally identifiable information in order to register an account, purchase services, post information, or receive information you have requested, such as by registering to receive services announcements, updates and notifications. The types of personally identifiable information we may collect includes, without limitation, your name, email address, mailing address, and details about you, your business, or its employees, including without limitation details pertaining to your education, work experience, job skills, or approximate location. The amount and type of information that the Society gathers depends on the nature of the interaction with you. The Society collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor’s interaction with the Society. The Society does not disclose personally-identifying information other than as described below.

## 2. How We Use Your Information.

A. Use and Limitations; Transfer. The information collected via the Website is used as generally described above, e.g., to help improve and administer the Website, provide information, and/or fulfill requests made by you. The Society may collect statistics about the behavior of visitors to its websites. The Society may display this information publicly or provide it to others. Please note that we may share some of your personally identifiable information with potential employers, other users, or our affiliates or unaffiliated third parties who help us provide such services or satisfy such requests, or with unaffiliated third parties with whom we have or enter into a business relationship. However, you may choose to make some of your personally identifiable information private. The personal information that you provide to us may reveal or allow others to identify aspects of your life that are not expressly stated on your profile (for example, your picture or your name may reveal your gender). By providing personal information to us when you create or update your account and profile, you are expressly and voluntarily accepting the terms and conditions of our Terms of Use and freely accepting and agreeing to our processing of your personal information in ways set out by this Privacy Policy. Supplying to us any information deemed “sensitive” by applicable law is entirely voluntary on your part. You can withdraw or modify your consent to our collection and processing of the information you provide at any time, in accordance with the terms of this Privacy Policy, by changing your account settings or your profile or by closing your accounts. Except as otherwise provided in this Privacy Policy, The Society discloses potentially personally identifiable and personally identifiable information only to those of its employees, contractors and affiliated organizations that need to know that information in order to process it on the Society’s behalf, and that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using the Society’s websites, you consent to the transfer of such information to them. We also may disclose your personally identifiable information: (i) if we are required to do so by law or legal process (such as a court order); (ii) in response to a request by law enforcement authorities; (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity; (iv) to prevent, investigate, or identify possible wrongdoing in connection with the use of the Website; or (v) to protect our rights, reputation, property, safety, or that of the public. We reserve the right to transfer your personally identifiable information in the event we sell, merge or transfer all or a portion of our business or assets. Should such a sale, merger or transfer occur, we will use reasonable efforts to direct the transferee to use any personally identifiable information you have provided to us in a manner that is consistent with our Privacy Policy. However, we do not rent, sell or trade any personally identifiable information and will not share your personally identifiable information with any third party except as set forth above.

B. Your Rights. If you provide us with personally identifiable information, you have the following rights with respect to that personally identifiable information:

(1) To review the personally identifiable information that you have supplied to us;

(2) To request that we correct any errors, outdated information, or omissions in the personally identifiable information that you have supplied to us;

(3) To request that your personally identifiable information be deleted from our records; and

(4) To opt out of being solicited by the Website.

If you request that your personally identifiable information be deleted from our records, there may be a brief delay in our processing that request while we verify that the request is valid and originates from you as opposed to an unauthorized third party. If you request that your personally identifiable information be deleted, we reserve the right to terminate and/or limit your access to the Website. Furthermore, deleting personally identifiable information may prevent you from engaging in certain or all of the activities related to the Website. To exercise any of these rights, please contact us as set forth in this Privacy Policy.

3. Devices. Without limiting the generality of this Privacy Policy, the Society may obtain information through the Website or the Society's mobile application that you download and run on your mobile device(s) ("Devices"). The Website or the Society's mobile application may obtain information from, or access data stored on, your Devices to provide services related to the Website or the Society's mobile application. For example, and without limitation, the Website or the Society's mobile application may: access a camera on a your Device to enable you to upload photographs to us; access the call history on your Device to enable you to upload that information; access calendar information on your Device to enable you to match meeting attendees with your contacts; access the geographic location of your Device to enable you to identify nearby opportunities; or access contact information on your Device to enable you to sync contact information between the information that is stored on your Device and the information that is submitted to the Website or the Society's mobile application. Information obtained to provide the Website or the Society's mobile application's services may include information obtained in preparation for anticipated updates to those services. The Website or the Society's mobile application may transmit information to and from Devices to provide the Website services.

The Website or the Society's mobile application may provide us with information related to your use of the Website or the Society's mobile application services, information regarding your computer systems, and information regarding your interaction with the Website or the Society's mobile application, which we may use to provide and improve the Website or the Society's mobile application services. For example, all actions taken in the Website or the Society's mobile application may be logged, along with associated information (such as the time of day when each action was taken). We may also share anonymous data about these actions with third party providers of analytics services, as well as with Researchers and Learning Providers. In addition, if you download the Website or the Society's mobile application after clicking on a third-party mobile advertisement for the Website or the Society's mobile application or for the Society, the third-party advertiser may provide us with certain information, such as your

Device identification information, which we may use to track the performance of its advertising campaigns.

4. Opting Out. If you have registered for news or updates, we will use your personally identifiable information to fulfill your request. You may stop receiving any electronic communications from us at any time by clicking on and completing the opt-out link provided at the bottom of the applicable email.

5. How We Protect Your Information. The security of your personally identifiable information is important to us and we take reasonable precautions to protect it. Additionally, most Internet browsers also offer their own security features that enable end users to control how their transmissions are protected. Please remember, however, that any personally identifiable information you send to us via the Website or the Internet is subject to the risk of unlawful interception by third parties, and that no method of safeguarding information is 100% secure. Therefore, while we strive to protect your information, we cannot guarantee its security. Further, please note that, in our discretion, aggregated information that contains no personally identifiable information may not be treated as private or confidential. Please also be aware that we may use third-party cloud service providers that provide hosting, data storage and other services pursuant to standard terms and conditions that may be non-negotiable; these service providers have informed us or the general public that they apply security measures they consider adequate for the protection of information within their system, or they have a general reputation for applying such measures. However, we will not be liable (to the fullest extent permitted by law) for any damages that may result from the misuse of any information by these companies.

6. Affiliated Company Websites. To the extent the Website contains links to any networked web pages and/or other websites operated by our partners and/or affiliates (each an "Affiliated Company Site"), please check the individual Affiliated Company Site for its applicable privacy policy, which may differ from this one, depending on the specific nature of that site and the transactions taking place there. If an Affiliated Company Site has its own privacy policy, the provisions of that policy will control, to the extent of any conflict with this Privacy Policy.

7. External Links. For your convenience, we may provide links from the Website to other sites that are external to the Society. We do not operate these external websites, have no control over them and shall not be responsible for the privacy practices or contents of such external websites. If you choose to visit any external websites, please familiarize yourself with their privacy policies and information collection practices. Your use of such external websites shall be subject to the terms of use and privacy policies of such external websites.

8. Changes to this Privacy Policy. We reserve the right to make changes to this Privacy Policy at any time. If there is a material change in the personally identifiable information we collect or our other privacy practices, we will indicate on the Website that our privacy practices have changed and provide a link to the new policy. In the event we make a material change to how we use your personally identifiable information, we will

provide you with an opportunity to opt-out of such new or different uses. You are responsible for periodically reviewing the Website and this Privacy Policy to check for any updates or changes. Your use of the Website following the posting of any revised Privacy Policy shall be deemed acceptance of the revised policy, so we strongly recommend that you check back periodically to review this Privacy Policy.

9. Location of Servers; Governing Law. If you are visiting the Website from outside the United States, please be aware that the Website and the servers that host it are located in the United States and any information or data you provide, including personally identifiable information, will be transmitted to the United States. By using the Website or providing your personally identifiable information, you agree and consent to (a) the application of the laws of the State of New Mexico, United States, with respect to any dispute arising out of or related to this Privacy Policy, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the State of New Mexico, United States, and (b) the exclusive jurisdiction of the federal or state courts located in the State of New Mexico, United States to resolve any such dispute and you hereby waive any objection thereto based on inconvenient forum.

10. Consent. By accessing or using the Website or otherwise providing the information to us, you consent to our collection and use of your information as described in this Privacy Policy.

11. Severability. If any part of this Privacy Policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Privacy Policy shall continue in force and effect.

12. Contact Information. If you have questions about this Privacy Policy, Please contact us at: [finance@SpanishColonial.org](mailto:finance@SpanishColonial.org).