

## **PRIVACY POLICY**

Last Updated: May 22, 2018

This Privacy Policy (“Privacy Policy”) applies to the websites operated by the National Association of College Stores and its affiliates including PartnerShip and NACS Foundation (“NACS,” “we,” “us,” “our”), such as [www.nacs.org](http://www.nacs.org), [www.camex.org](http://www.camex.org), [www.nacsfoundation.org](http://www.nacsfoundation.org), [www.oncampusresearch.org](http://www.oncampusresearch.org), [www.money4textbooks.com](http://www.money4textbooks.com), [www.partnership.com](http://www.partnership.com), [www.textbookaid.org](http://www.textbookaid.org), [www.winoncampus.com](http://www.winoncampus.com), [thehub.nacs.org](http://thehub.nacs.org), and other websites on which this Privacy Policy is posted (collectively, the “Sites”). This Privacy Policy does not apply to personal information collected offline. We encourage you to periodically review this Privacy Policy to keep up to date on how we are handling your personal information.

Please read this Privacy Policy carefully because by using the Sites, you signify that you have read, understood, and agreed to be bound to this Privacy Policy, which is incorporated into our [Terms of Use](#). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, REQUIRING YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST NACS ON AN INDIVIDUAL BASIS. EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, IF ANY, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

### **Notice of Change**

We reserve the right to change this Privacy Policy. Should we change this Privacy Policy, we will post such changes on the Sites and revise the “Last Updated” date at the top of this Privacy Policy. By continuing to use the Sites after any changes are posted, you are indicating your acceptance of those changes. Additionally, any changes that NACS makes to its Privacy Policy will be set forth in its weekly newsletter, which is distributed to its members. The newsletter will indicate that there has been a change to NACS’ Privacy Policy and that members should visit the Sites for information about the change.

We request that you update your account information when any of your contact information changes. This can be accomplished by sending an e-mail to [membership@nacs.org](mailto:membership@nacs.org) with your revised contact information. We will not be held liable for failure to notify you of any changes in the Privacy Policy if you fail to update your contact information in a timely manner.

### **Types of Personal Information We Collect**

When you use our Sites, we collect your personal information. The types of personal information we collect from you depends on the Sites and the features you use on the Sites. “Personal information” refers to information that directly identifies, or can be used to determine the

identity of, a person. This information may include:

### **1. Personal Information Collected from Our Sites**

The personal information that we collect from our Sites includes: your name, organization's name, if applicable, address, telephone number, facsimile number, e-mail address, organization's website address, if applicable, and credit card or checking account number, credit card expiration date, verification code for credit card, credit card holder's billing address, and name of credit card holder or checking account owner. Any personal information you give to us will not be used in ways that you have not consented to by accepting the terms of this Privacy Policy. We will keep all personal information that is collected in accordance with this Privacy Policy for as long as necessary for the purpose for which it was collected.

### **2. Registration, Application, and Order Forms**

Our registration, application, and order forms require that you provide us with personal information, including name, store name, account number, street address, e-mail address, billing and shipping information, and phone number. This information is used to get in touch with you, process your membership or registration form, help us serve you, sign you up for programs and services, or process your order. We will also use this information to contact you about the membership services we offer, as well as to send you site and membership announcement updates.

### **3. Electronic Mail**

We will also gather your personal information when you send us an e-mail. We will use your personal information to respond to your e-mail, and we may use your personal information to send you notifications about our services.

## **How We Collect Personal Information**

### **Passive Collection**

We may collect personal information passively, while you are visiting or interacting with the Sites. We call this "passive" collection since you may not know that this information is being collected when you visit or interact with the Sites. This information may consist of the following items:

#### ***1. Cookies, Web Beacons, and Other Similar Technologies***

One particular way that we collect information passively is through cookies, web beacons, and other similar technologies. Cookies or web beacons serve to improve your experience when visiting the Sites. Cookies are small text files placed on your device that uniquely identify your device and which a website can transfer to a consumer's hard drive to keep records of his or her visit at a website. Web beacons are small pieces of information that are embedded in images on the pages of websites. We may use cookies, web beacons, or similar technologies to improve your experience on the Sites, such as remembering you when you return to the Sites, anonymously track interest in and collect aggregate information on the Sites, and analyze traffic patterns on the Sites. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser, but if you do, you may not be able to take advantage of personalized features on the Sites. Some of the cookies we use may be more persistent in nature. These

persistent cookies may not be deleted when your cookies are deleted. Please check your browser and browser settings to determine where these types of cookies are stored and whether and how they may be deleted. In any event, if you reject our cookies, you may still use the Sites, but you may be limited in some of the features. We may also work with service providers that use cookies and web beacons to collect information about your visits to the Sites and to other websites you may visit, and to serve advertisements to you across the Internet based on that information.

2. *Referrers and Other Similar Information*

NACS collects information through “referrers,” IP addresses and various environmental variables. A “referrer” is information the web browser passes along to the NACS web server that references the URL from which you came. The “IP address” is a number used by computers on the network to identify your computer so that data can be transmitted to you. “Environmental variables” include, among other things, the domain from which you access the Internet, the time you accessed the Sites, the type of web browser and operating system or platform used, the Internet address of the website you left to visit NACS, the names of the pages you visit while at our Sites, and the Internet address of the website you then visit. We collect all of this information to allow us to detect broad demographic trends, to provide information tailored to your interests and to enhance your experience on NACS’ Sites.

3. *Profiling*

To help us improve our Sites and to ensure that we make every effort to provide you with information and offers that are of interest to you, we may merge your information with click-stream data and other data we have, including offline data. We will provide notice of this, as well as an opportunity to opt-out of it, at the time and place of information collection and before data is entered into our system. We may also develop a profile on you based upon the pages within our Sites that you visit.

4. *Google Analytics*

To help facilitate the delivery of relevant content, we use Google Analytics and have implemented the following Google Advertising Features: Remarketing, Impression Reporting, and Demographics and Interest Reporting. We use Google Analytics cookies and other Google advertising cookies to report on user interactions on our and others’ websites. We use the data collected for optimizing marketing, refining advertising and/or programming strategies, and generally making advertising more effective. You can opt out of the Google Analytics Advertising Features we use by indicating your preference using the interest-based opt-out link [here](#). Google also provides a complete privacy policy, and instructions on opting out of Google Analytics [here](#). Note that Google’s opt-out mechanism is specific to Google activities and does not affect the activities of other ad networks or analytics providers that we may use.

We may utilize other third-party data analytics tools to identify how users engage with the Sites and to provide us with information regarding our users.

### Direct Collection

We also collect information from you directly, at the time that you supply information to us via the Sites. For instance, if you contact us to subscribe to our membership and other products or services, ask questions, or provide us feedback about the Sites or any of our products or services, we may store your communications, including any personal information you include in them, so we can effectively respond to you. If you do not want us to directly collect your personal information, please do not provide it to us.

### Other Sources

We may also collect or receive information from other sources including third-party information providers and third-party platforms. For example, we use Slack and Facebook to communicate with our members and collect feedback. This information may be used to supplement your profile and it will be combined with other information we collect.

### **How We Use the Personal Information We Collect**

We use your information primarily as necessary to provide you with the Sites, including in one or more of the following ways:

- Account Registration and Customized User Experiences. We may use your personal information to register your account, create customized experiences, or to provide you information or services tailored to your interests and preferences. We may use your IP address and other similar information to make our websites easier to use and navigate as well as to personalize the content provided on the Sites.
- Communications. We also use your information to communicate with you about your account, account inquiries, our company, and related news, as well as to send you promotional emails, surveys, newsletters, or notifications.
- Product Improvement. If you choose to subscribe to our membership and other products, participate in our online services, or to register for our other products or services, we will collect the information that you disclose and analyze the data to discover new facts that could help us better understand our products and services. We may use this information for our internal business purposes, such as research to improve our products and analyses that may help us better market our products.
- Advertising, Marketing, and Promotions. We may use your information for generating web analytics to compile user information for marketing purposes, advertising, conducting marketing analysis, providing you with recommendations for products or services based on your profile, and promotional material planning and distribution.
- Service and Web Services Improvement. We may use the information about your use of our products and services, and your other activities on the Sites to monitor user traffic patterns and to try to analyze what our users prefer, so that we can design better products and services. We may analyze the information that is collected with cookies and other tracking technologies to help us improve our function and to modify the services and information that we provide.
- Other Legitimate Business Reasons. We may also use your information for other legitimate business reasons.

## **With Whom and Why We Share or Disclose Personal Information**

We may share your personal information with or disclose your personal information to the following categories of entities and for the following reasons:

- Associate members of NACS and non-members, including but not limited to vendors, publishers, and advertisers. We may rent, sell, share, and/or disclose limited categories of personal information, including: your name, your organization's name, address, telephone number, facsimile number, and organization's website address. We never rent, sell, share and/or disclose your credit card and/or checking account information.
- Affiliates, strategic partners, agents, third-party marketers, or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your personal information, for research, administrative, and/or internal business purposes.
- Third parties, to organize, process and/or analyze for the purpose of operating and enhancing the offerings of the Sites, conducting our business, providing our services to you, and for our marketing and advertising purposes.
- Third parties, for any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
- Law enforcement, government agencies, and other third parties, in order to comply with the law, enforce our website policies, or protect our or others' rights, property, or safety.

We may choose to share aggregate and non-personal information with third parties for any reason.

## **Collection and Use of Information from Children Under the Age of 13**

The Sites are not intended for use by persons under the age of 13. NACS does not knowingly collect information from visitors under the age of 13 and, in the event that we learn that a person under the age of 13 has provided NACS with personal information, we will delete such personal information.

## **Choices Regarding the Use of Your Information**

You may choose not to provide NACS with any personal information. However, if that occurs, we will be unable to process your membership application and you may not be able to access certain parts of NACS' Sites.

If you have an account on our Sites, you can access and edit the information you provided to us through individual settings in the Sites. If you want to delete your account and information on our Sites, please contact us directly by e-mailing your request for account termination to [membership@nacs.org](mailto:membership@nacs.org).

## **Opting Out of Marketing Communications**

If you would like to unsubscribe to any of our services or would like us to remove you from commercial communications, e.g. any of our online mailing lists, you may do so by sending an e-mail to [membership@nacs.org](mailto:membership@nacs.org). Please include your name and e-mail address in the body of the message.

In some cases, NACS may also provide you with an opportunity to opt-out of some services in e-mail messages that you receive from us. For commercial e-mails, in particular, you may opt out by clicking the “unsubscribe” link in such e-mails. We will process your request as soon as possible, but please be aware that it may take us some time to respond to your request and, in some circumstances regarding opt-out requests, you may receive a few more messages before your request is processed.

### **Third-Party Websites**

Our Sites may link to third-party websites from other companies, such as to relevant online resources, our partners’ websites, and other third-party websites. We are not responsible for the privacy practices or content of such other websites. If you have any questions about how these other websites use your information, you should review their policies and contact them directly. We are not responsible for the actions of third parties.

### **Third-Party Advertisers**

We may also use advertisers, third party ad networks, and other advertising companies to serve advertisements on our Sites. Please be advised that such advertising companies may gather information about your visit to our Sites or other sites (such as through cookies, web beacons, and other technologies) to enable such advertising companies to market products or services to you, to monitor which ads have been served to your browser and which webpages you were viewing when such ads were delivered. If you would like to learn more about this practice, and know your choices with respect to it, please visit [here](#).

AGAIN, PLEASE NOTE THAT THIS PRIVACY STATEMENT DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH THIRD PARTIES.

### **Notice Regarding Public Posting Areas**

Please note that some of your profile information may be exposed publicly when you participate in the Sites, such as by posting content, chatting with other users, or commenting on content. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN PUBLIC POSTING AREAS.

### **Security**

While we may implement reasonable security measures, you should be aware that 100% security is not possible. It is important that you protect and maintain the security of your account credentials and you need to immediately notify us of any unauthorized use of your account. We may use third-party products and services to secure or store your information. Please understand that no data transmission over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us. Understand that any information that you transfer to us is done at your own risk.

If we learn of a data security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Sites or providing personal information to us, you agree that we can communicate with you electronically regarding security, privacy, and

administrative issues relating to your use of the Sites. We may post a notice via the Sites if a security breach occurs. We may also send an e-mail to you at the e-mail address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive written notice of a data privacy or security breach. If you have reason to believe that your personal information that we have collected or our system security has been breached, or if you have any questions about the security of the NACS Sites, please send an e-mail to [webteam@nacs.org](mailto:webteam@nacs.org).

### **International Data Transfers**

Although our data is stored in the United States, it is possible that some of the data processing may occur outside of the United States. While the data protection laws of different countries may vary, we protect this information based upon the express terms of this Privacy Policy and applicable law. Moreover, if you choose to provide us with personal information, we may transfer that information to our affiliates and subsidiaries or to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting from the European Economic Area (EEA) or other regions with laws governing data collection and use that may differ from United States law, please note that you are transferring your personal information to the United States which does not have the same data protection laws as the EEA and may provide more limited recourse mechanisms, including dissimilar or, at times, weaker data protection rights. With knowledge of these risks, by providing your personal information you consent to:

- (i) The use of your personal information for the uses identified above in accordance with this Privacy Policy; and
- (ii) The transfer of your personal information to the United States as indicated above.

### **Disputes and Agreement to Arbitrate**

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, by using the Sites, you and we agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, or the breach, enforcement, interpretation, or validity of this Privacy Policy or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent:

- to us at: National Association of College Stores, 528 East Lorain Street, Oberlin, Ohio 44074
- to you at: the address we have on file for you.

Both you and we agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR



CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be exclusively submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Privacy Policy, including any claim that all or any part of this Privacy Policy is void or voidable.

### **Choice of Law**

For US residents, this Privacy Policy has been made in, and shall be construed in accordance with, the laws of the State of Ohio, without giving effect to any conflict of law principles. The parties acknowledge that this Privacy Policy evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Privacy Policy shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

For Canadian residents, this Privacy Policy shall be governed by the laws of the jurisdiction in which the individual resides.

### **Assignment**

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign your personal information collected via the Sites.

### **Your California Privacy Rights and How We Respond to Do-Not-Track Disclosures**

California Civil Code § 1798.83 permits visitors to the Sites who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us by e-mailing us at [membership@nacs.org](mailto:membership@nacs.org).

We do not share personal information with third parties for their direct marketing purposes unless you consent to such disclosure, typically by “opting in” to receive information from a third party that is participating in a sweepstakes or other promotion on one of our Sites. If you do ask us to share your personal information with a third party for its marketing purposes, we will only share information in connection with that specific promotion, as we do not share information with any third party (other than our service providers) on a continual basis.

At this time, most if not all of our Sites do not recognize automated browser signals regarding tracking mechanisms, which may include do-not-track instructions.

### **Contacting Us**

If you have any questions, comments, or concerns regarding our privacy practices or this Privacy Policy, please send an e-mail to [membership@nacs.org](mailto:membership@nacs.org) or write to us at the following address:



National Association of College Stores

528 East Lorain Street

Oberlin, OH 44074