The NRLCA has created this Privacy Policy and Terms of Use to explain how you may and may not use the information contained on our website and to explain how we use information that you may provide while visiting one of our website.

**BY VISITING, ACCESSING, VIEWING, OR OTHERWISE USING ANY AREA OF THE WEBSITE, INCLUDING CREATING A PROFILE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS HEREIN.**


**IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS, DO NOT ACCEPT THE TERMS AND CONDITIONS.**

**DEFINITIONS**

The terms “you” and “User” as used herein refer to all individuals and/or entities accessing this website for any reason.

The terms “NRLCA Website” or “Website” as used herein refers to nrlca.org and any web pages hosted on the NRLCA’s servers or otherwise maintained by the NRLCA.

The term “password protected Website” as used herein refers to those pages of the NRLCA Website that require a user name and password to access.

**TERMS OF USE**

By accessing the NRLCA Website, which includes, for purposes of the Terms of Use, using our applications, including applications on third-party sites or platforms such as social networking sites, you are indicating your acceptance to be bound by the provisions of these Terms of Use and Privacy Policy, which is incorporated herein by reference. If you do not accept any of these terms, do not accept the Terms of Use and Privacy Policy. The NRLCA may, in its sole discretion, revise these Terms of Use at any time by updating this posting. Although we may attempt to notify you when major changes are made to these Terms of Use, you should visit this page periodically to review the most up-to-date Terms of Use because they are binding on you. By continuing to use this Website following our posting of such changes, you agree to be bound by the Terms of Use, as modified.

The terms “you” and “User” as used herein refer to all individuals and/or entities accessing this Website for any reason.

1. **Eligibility**

By accessing the NRLCA Website, you represent and warrant that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. In any case, you affirm that you are above the age of 13, as the NRLCA Website is not intended for children.
under 13. You also represent and warrant that you will use the Website in a manner consistent with any and all applicable laws and regulations.

2. NRLCA Permissions and Restrictions

NRLCA hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

(a) **You do not republish or distribute in any way, any documents, information or other content from the password protected Website without prior express written consent of the NRLCA President or his/her designee.**

(b) You do not collect any personally identifiable information of others, including user names or e-mail addresses, from the Website.

(c) You do not use any of the NRLCA Websites in violation of any applicable law or regulation.

(d) You do not use the Website for any commercial purposes without the prior written authorization of the NRLCA. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation. You agree not to solicit, for commercial purposes, any users of the Website with respect to their user comments.

(e) You do not circumvent, disable or otherwise interfere with security-related features of the Website or our sites or servers (or networks connected to our Website), including, without limitation, the following activities: (i) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host or network, including, without limitation, via means of submitting a virus to this or any NRLCA site, overloading, “flooding,” “spamming,” “mailbombing” or ”crashing”; or (iii) transmitting or otherwise making available any content containing any “virus,” “worm” or “trojan horse” or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Violations of system or network security may result in civil or criminal liability. The NRLCA will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(f) You do not use or launch any automated system, including, without limitation, “robots,” “spiders” or “offline readers,” that accesses the Website in a manner that sends more request messages to the NRLCA servers in a given period of time than a human can reasonably produce in the same period by using a conventional online Web browser. Notwithstanding the foregoing, the NRLCA grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials but not caches or archives of such materials. The NRLCA reserves the right to revoke these exceptions either generally or in specific cases.

(g) You do not alter or modify any part of the Website.

(h) You do not harass, threaten, embarrass or cause distress, unwanted attention or discomfort to a person or entity on or through the Website or its communication systems.
(i) You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, violent, vulgar, obscene, hateful or racially, ethnically or otherwise objectionable, or potentially libelous or inflammatory, as solely determined by the NRLCA.

(j) NRLCA reserves the right to change or discontinue any aspect of the Website at any time, for any reason and without notice to you.

(k) NRLCA reserves the right to suspend or terminate a user’s access to the Website, without prior notice and at the NRLCA’s sole discretion.

(l) This list of permissions and restrictions, along with the other terms discussed herein, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the Website.

3. User Accounts

In order to access some features of the NRLCA Website you may have to become a registered user. As a user, you agree to be bound by the following terms:

(a) When creating or modifying your account, you must provide accurate, current and complete information. We reserve the right to disallow use of any user name that we deem offensive or inappropriate.

(b) You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the Website through any username/password assigned to you. You may not provide your user name and/or password to any individual or entity that would not otherwise be entitled to access the NRLCA Website.

(c) You must notify the NRLCA immediately of any breach of security or unauthorized use of your account. You may never use another’s account without permission.

4. Your Use of Content on the Site

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the NRLCA Website.

(a) The content on the Website, including, without limitation, any text, PDF files, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, “NRLCA Content”) is owned by or licensed by the NRLCA. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by the NRLCA (“NRLCA Marks”). Except as otherwise provided in these Terms of Use, the NRLCA Content and the NRLCA Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise disseminated for any purpose whatsoever without the prior written consent of the NRLCA. The NRLCA reserves all rights not expressly granted in and to the NRLCA Content and the NRLCA Marks.

(b) The Website is made available for your personal, noncommercial use only. As part of such use, you may download and/or print pages from the site for your personal, non-commercial uses that are reasonably related to the Website’s purposes and you may link to portions of the Website that are not password protected. However, you may not distribute or display any NRLCA Content contained in the password protected Website without express written authorization from the NRLCA President or his/her designee.
(c) You understand that when using the NRLCA Website, you may be exposed to NRLCA Content and third-party content from a variety of sources, and that the NRLCA makes no warranty about the accuracy, usefulness, safety or intellectual property rights of or relating to such NRLCA Content or third-party content. You further understand and acknowledge that you may be exposed to content that may be inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the NRLCA with respect thereto.

(d) The Website may contain links to third-party websites that are not owned or controlled by the NRLCA. The NRLCA has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

5. Digital Millennium Copyright Act
If you are a copyright owner or an agent thereof and believe that any NRLCA Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing NRLCA’s Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the NRLCA to locate the material;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

NRLCA’s designated Copyright Agent to receive notifications of claimed infringement is: NRLCA General Counsel, c/o National Rural Letter Carriers’ Association, 1630 Duke Street, Alexandria, VA 22314. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, and requests for technical support or other communications with the NRLCA.

6. Disclaimer of Warranty
THIS WEBSITE IS PROVIDED TO YOU “AS IS.” YOU AGREE THAT YOUR USE OF THE NRLCA WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NRLCA, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “NRLCA PARTIES”), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE
AND YOUR USE THEREOF. THE NRLCA PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE. NOR DO THE NRLCA PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE NRLCA PARTIES DO NOT WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE NRLCA WEBSITE OR ANY WEBSITE HYPERLINKED OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

7. Limitation on Liability
IN NO EVENT SHALL THE NRLCA PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEENABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (V) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OR INABILITY TO USE OUR WEBSITES OR ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE NRLCA WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NRLCA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE NRLCA PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY.

You and the NRLCA agree that any cause of action arising out of or related to the NRLCA Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use are made effective as of January 20, 2014.

PRIVACY POLICY
The NRLCA is committed to Internet privacy as demonstrated by the policies set forth herein. Please recognize that the NRLCA may, in its sole discretion, modify these policies from time to time by updating this posting, so we encourage you to check the Privacy Policy and Terms of Use each time you revisit our Website. The date of the latest revision will be listed below so you will know if the policies have changed since you last accessed our Website.

If you do not understand or do not wish to be bound by the provisions of the Privacy Policy and Terms of Use, do not accept the terms and conditions.

How, When, and Why We Collect Information

Activity Not Requiring Registration. You can view some content on the Website without registering or providing any personal information. When you enter the Website, we may collect information such as your browser and operating system type and IP address to optimize your experience on the Website and to track aggregate Website usage. In addition, we may use a "session" cookie to identify you while you are on the Website, if cookies are enabled on your computer. This session cookie terminates once you finish using the Website and close your browser.

Activity Requiring Registration. Certain activities on the Website require you to register. To become a registered user, we ask you to provide your employee ID or CSA number and email address. If you decide to register, we may use a persistent cookie that stores certain information to make it easier for you to login when you come back to the Website. However, none of your personal information is stored in that cookie. You may also be asked to provide certain additional information to participate in other activities that we may undertake through the Website. For example, if you sign up to receive information by mail, we will ask for your street address. You may update or correct your personal account information and email preferences at any time by visiting your account profile page.

Usage Information. We may record information about your usage of the Website, such as when you use the site, the areas of the site you click on and/or participate in, the tags you search for, and whether or not you subscribe to the RSS feed. If you are logged in, we may associate that information with your account. A persistent cookie may be used to track this information. We may use pixel tags and/or trackable links in HTML-based emails sent to our users to track which emails are opened and/or clicked on by recipients.

We do not knowingly collect any information from children under the age of 13.

The NRLCA makes every effort to ensure the secure collection and transmission of your sensitive information using different industry-accepted data collection and encryption methodologies, including SSL (Secure Sockets Layer).

Cookies. A cookie is a piece of data that is stored on a user’s hard drive that contains information about that user. The NRLCA may use cookies to prepopulate data that you have previously supplied on our Website so that you do not need to re-enter such information. We also
may use cookies to measure aggregate Web statistics such as collecting the number of users to our sites, the number of repeat users and the most popular webpages.

**NRLCA’s Sharing and Use of Personally Identifiable Information.** The personal information that we collect on the website helps the NRLCA to efficiently and effectively represent union members, to pursue our advocacy agenda and to provide valuable member benefits. In order to advance these goals and activities, we may share the personal information that we collect about you with our state and local affiliates and other NRLCA-related organizations, as well as third parties that perform services on our behalf. Additionally, subject to applicable law, we may share any of the personal information that we collect about you with certain third parties that share our interests.

We may use your e-mail address to communicate with you about our activities and offerings, unless you opt-out from receiving such messages. We also may use your e-mail address for administrative purposes, such as notifying you of major Website changes, sending messages related to actions you have taken on the site or for customer service purposes. Although we hope you’ll find these communications informative and useful, you may opt out of receiving future information via e-mail by using the unsubscribe procedures described below.

When you send e-mail or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.

We use both your personally identifying information and certain non-personally identifying information (such as anonymous usage data, IP addresses, browser type, clickstream data, etc.) to improve the quality of your user experience and the design of the Website and to create new features, functionality and services by storing, tracking and analyzing user behavior, preferences, trends and actions.

**Opting Out of E-Mail Lists.** People who subscribe to e-mail lists via the Website will receive periodic updates from the NRLCA by e-mail. You may opt out of receiving future information via e-mail by using the unsubscribe procedure specified on the e-mail messages you receive.

**Corrections/Updating Personal Information.** If your personal information changes (such as your email address), or if you wish to have your information removed from our database, contact us and we will endeavor to provide a way to correct, update or remove that personal data provided to us.

It is important to note that we periodically receive routine updates to our database records from local unions. If you are a NRLCA member and have requested personal information changes, please also alert your local union of any change. Failure to do so may result in your requested changes being overwritten by a subsequent routine update from your local union.

**Links to Other Websites.** Our Websites may contain links to other sites. The NRLCA is not responsible for the privacy practices or the content on such sites. We encourage our users to be aware when they leave our Website and to read the privacy policies of each website that they visit that collects personally identifiable information. This Privacy Policy applies only to information collected through one of the NRLCA Websites.

**Disclaimer.** Opinions expressed here and in any corresponding comments are the personal opinions of the original authors and do not necessarily reflect the views of the NRLCA.
This Privacy Policy is made effective as of October 9, 2014.