INTRODUCTION

Welcome to www.ussailing.org! We’re excited to have you onboard!

By using this site, you signify your agreement to this General Terms of Use and Privacy Policy (“policy”).

US Sailing (“we”) respects your privacy and is committed to protecting it through our compliance with this policy. This policy includes how we expect you to use our online services. This policy also describes the types of information we may collect from you or that you may provide when you visit our website, online store, mobile applications (“apps”), and any other online presences we may have (collectively, “online services”). Additionally, this policy includes our practices for collection, maintenance, usage, protection, and disclosure.

Our definition of “personal information” is similarly aligned with the definition put forward in the Children’s Online Privacy Protection Act of 1998 (“COPPA”) and the California Online Privacy Protection Act (“CalOPPA”). The term “personal information” frequently used in this document is defined as individually identifiable information about an individual collected online, including:

a. A first and last name
b. A home or other physical address including street and city/town name
c. E-mail
d. Phone number
e. Social security number
f. Any other identifier permitting online and/or physical access to contacting a specific individual
g. Any other information concerning a user that online services collect from the user and maintains in a personally identifiable form, combined with one of the above elements

TERMS OF USE

A. CONSENT

As a member or a non-member, you agree to this policy by using any of our online services. Whenever you submit information via our online services, you consent to the collection, use, and/or disclosure of that information in accordance with this policy and any other terms put forward by US Sailing that may be presented at the time information is collected. It is your responsibility to familiarize yourself with the provisions of this policy and any other terms of use.
US Sailing may put forward. If you wish to opt out of consent to any of US Sailing’s terms, including without limitation, this policy, please contact us using the information provided under the Contact section of this document.

1.

1. Member Consent Policy
   a. By using our website, you agree to the provisions of this policy and any other terms of use US Sailing may put forward. It is your responsibility to familiarize yourself with the provisions of this policy and any other terms of use we put forward. In some cases, you may be notified by us when these provisions change, however, it is your responsibility to keep your knowledge of our policies current.

2. Membership Registration Process
   a. In order to access certain services, applications, events, programs, and more from US Sailing, we require you to register as a member. In the registration process, you are required to give us personal information including, but not limited to, first and last name, address, online contact information (ex. email, etc), phone number, club or program affiliation, and birthdate (collectively, “registration data”). Although information may be required to participate in certain activities, users provide this information voluntarily.
   b. US Sailing adheres to strict data protocols. Those protocols vary based on your category of participation with US Sailing. We are committed to protecting your privacy.
   c. We use this information to contact members and conduct our business. We occasionally sell, distribute, trade, and/or otherwise transfer personal information obtained by a user to third parties that in our opinion will make responsible use of it. We also do this to conduct business, run internally, and make events and other activities available to our members. Information about youth sailors is never sold or otherwise distributed, except in the instance of the online member directory. For more information on youth sailors, please refer to our SPECIAL LANGUAGE ON CHILDREN UNDER 13 section of this document.
   d. By registering as a member, you agree to:
      i. The terms of this policy and all other terms of use documents, policies, rules, regulations, bylaws, and/or other privacy information put forward by US Sailing.
      ii. Provide true, accurate, and complete information about yourself as prompted by the registration form.
      iii. Maintain and promptly update your registration data to keep it true, accurate, and complete.
iv. Maintain the security of your membership account. You acknowledge and agree that US Sailing has no liability associated with or arising from your failure to maintain accurate registration data, including without limitation, your failure to receive critical information about our online sources and your failure to keep your account information private.

v. Authorize US Sailing to verify such registration data through its own records and third parties.

vi. Consent to US Sailing making some information available online through our online Member Directory.

vii. Authorize US Sailing to share your information within our organization and with partners and/or sponsors in relation to events, sweepstakes/giveaways, regattas, and all other activities put forward by US Sailing.

viii. Acknowledge that any information obtained by using our online services is subject to this policy.

ix. Authorize US Sailing and its permitted third parties to contact you for promotional/marketing purposes. Your relationship with each third party is independent of US Sailing and subject to that third party’s terms of use.

x. If you are a parent or guardian registering a minor, you agree to US Sailing contacting your minor through emails, apps (including push notifications), and other areas of our online services. You acknowledge that the information we have retained about your minor came from yourself and not from the minor directly. You acknowledge that you have read the entirety of our SPECIAL LANGUAGE ON CHILDREN UNDER 13 section and agree to the terms laid out in this policy and any other document from US Sailing regarding the information about your minor. You may revoke consent of this at any time by contacting us at the information listed under the Contact section of this document. Please see our section on SPECIAL LANGUAGE FOR CHILDREN UNDER 13 for more information.

B. DISCLAIMER

US Sailing’s online services are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible by applicable law, US Sailing disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. US Sailing does not warrant that the functions contained in its online services will be uninterrupted or error-free, that defects will be corrected, or that any of our online services or servers that create material on our online services are free of viruses and/or other harmful components. US Sailing does not warrant or make any
representations regarding the use or the results from the use of any materials on our online services in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow exclusion of implied warranties, so the above exclusion may not apply to every user.

We explicitly disclaim any responsibility for accuracy, completeness, content, or availability of information found on sites that link to or from our online services. We cannot ensure that you will be satisfied with any products or services from a third party site that links to or from any of our online services or third party content on any of our online services. We do not endorse any merchandise unless expressly provided. We do not take steps to confirm the accuracy or reliability of representations or warranties as to the security of the information you may be requested to give to third parties, and you hereby irrevocably waive any claim against us with respect to such sites and third party content. The information this covers includes, without limitation, credit cards and other personal information. We strongly encourage you to research the third party and read the third party’s own privacy policies before proceeding with any online or offline transaction with any third parties.

C. INDEMNITY

You, the user, are entirely responsible for maintaining the confidentiality and security of your membership account information and for all activities that you complete under your membership account. You agree to indemnify, defend, and hold US Sailing and its online services, other affiliated organizations/companies, sponsors, and their respective officers, directors, employees, volunteers, and other agents harmless from and against any third party claims, demands, actions, suits, proceedings, arbitrations, liabilities, damages, losses, judgments, expenses, and any and all other legal actions resulting from or arising out of any breach of any of your representations or misuse of any of our online services and any site linking to or from any of our online services. Expenses include, without limitation, costs of collection, reasonable attorney’s fees, and any reasonable costs of defense or enforcement of obligations as provided under our privacy policy. You are required to use your best efforts and act in good faith to cooperate with us in the defense of any claim.

D. LIMITATION OF LIABILITY

Under no circumstances, including without limitation, negligence, shall US Sailing and/or any of its affiliated organizations/companies, sponsors and their respective officers, directors, employees, volunteers, and/or our online services be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or the inability to use our online services, even if we have been advised of the possibility of such damages. Applicable law may not allow this limitation, so this provision may not apply to all users. In no event will our total liability to you for all damages, losses, or causes of action whether in tort (including without limitation, negligence) and/or contract law exceed the amount paid by you , if any, for your membership, general affiliation with US Sailing, and/or general use of our online services.
In no event will US Sailing be liable for any breach in transaction security caused by a third party.

E. CHOICE OF LAW/JURISDICTIONAL ISSUES

In accordance with Bylaws 703 and 704, you may not invoke the aid of the courts of the United States or one specific state without first exhausting all available remedies within the appropriate sailing organization, including any rights to bring claims to the United States Olympic Committee and SafeSport. These remedies may include, without limitation, submitting to binding arbitration.

If all available remedies have been exhausted, including without limitation, claims brought to the USOC and SafeSport, all claims will be governed by and construed in accordance with the laws of the state of New York, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. Any disputes shall be brought in the state and federal courts located in New York, and the parties hereby consent to the personal jurisdiction and venue of these courts.

F. SAFESPORT

By consenting to this policy, you agree to abide by the SafeSport Code when using any of our online services. The SafeSport Code includes prohibited conduct like:

1. 
   1. 
      • Criminal charges or dispositions  
      • Child abuse  
      • Sexual misconduct  
      • Emotional and physical misconduct (such as: stalking, bullying, hazing, and harassment)  
      • Aiding and abetting  
      • Misconduct related to reporting  
      • Misconduct related to the SafeSport Center’s process  
      • Violation of Minor Athlete Abuse Prevention/Proactive Policies  
      • Other inappropriate conduct

Many of these examples of prohibited conduct increasingly happen online. We reserve the right to terminate your use of our online services, with or without notice, for violating the SafeSport Code either on our online services directly or in any other scenario in which SafeSport has deemed you ineligible to work with athletes. This applies regardless of your membership status.

Members are required to comply with and be bound by the SafeSport rules and to submit to jurisdiction and the rules of SafeSport for the resolution of any such violations set forward by the SafeSport Code. For more information, please see the SafeSport code here and Bylaw 215 – Member Obligation to SafeSport in the US Sailing Bylaws here.
We strongly recommend you familiarize yourself with the SafeSport Code and the US Center for SafeSport. For more information please visit: https://uscenterforsafesport.org/

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PRIVACY

A. CONSENT

As both members and non-members, you agree to this policy by using any of our online services. Whenever you submit information via our online services, you consent to the collection, use, and/or disclosure of that information in accordance with this policy and any other terms put forward by US Sailing that may be presented at the time information is collected. It is your responsibility to familiarize yourself with the provisions of this policy and any other terms of use US Sailing may put forward. If you wish to opt out of consent to any of US Sailing’s terms, including without limitation, this policy, please contact us using the information provided under the Contact section of this document.

1. Member Consent Policy

   a. By using our website, you agree to the provisions of this privacy policy and any other terms of use US Sailing may put forward. It is your responsibility to familiarize yourself with the provisions of this policy and any other terms of use we put forward. In some cases, you may be notified by us when these provisions change and it is your responsibility to stay up to date with our policies.

2. Membership Registration Process

   a. In order to access certain services, applications, events, programs, and more from US Sailing, we require you to register as a member. In the registration process, you are required to give us personal information including, but not limited to, first and last name, address, online contact information (ex. email, etc), phone number, club or program affiliation, and birthdate (collectively, “registration data”). Although information may be required to participate in certain activities, users provide this information voluntarily.

   b. US Sailing adheres to strict data protocols. Those protocols vary based on your category of participation with US Sailing. We are committed to protecting your privacy.

   c. We use this information to contact members and conduct our business. We occasionally sell, distribute, trade, and/or otherwise transfer personally identifiable information obtained by a user to
third parties that in our opinion will make responsible use of it. We also do this to conduct business, run internally, and make events and other activities available to our members. Information about youth sailors is never sold or otherwise distributed, except in the instance of the online member directory. For more information on youth sailors, please refer to our SPECIAL LANGUAGE ON CHILDREN UNDER 13 section of this document. If you would like more information or to revoke your consent, please contact us at the information listed in the CONTACT section at the end of this document.

d. By registering as a member, you agree to:
   i. The terms of this policy and all other terms of use documents, policies, rules, regulations, bylaws, and/or other privacy information put forward by US Sailing.
   ii. Provide true, accurate, and complete information about yourself as prompted by the registration form.
   iii. Maintain and promptly update your registration data to keep it true, accurate, and complete.
   iv. Maintain the security of your membership account. You acknowledge and agree that US Sailing has no liability associated with or arising from your failure to maintain accurate registration data, including without limitation, your failure to receive critical information about our online sources and your failure to keep your account information private.
   v. Authorize US Sailing to verify such registration data through its own records and third parties.
   vi. Consent to US Sailing making some information available online through our online Member Directory.
   vii. Authorize US Sailing to share your information within our organization and with partners and/or sponsors in relation to events, sweepstakes/giveaways, regattas, and all other activities put forward by US Sailing.
   viii. Acknowledge that any information obtained by using our online services is subject to this policy.
   ix. Authorize US Sailing and its permitted third parties to contact you for promotional/marketing purposes. Your relationship with each third party is independent of US Sailing and subject to that third party’s terms of use.
   x. If you are a parent or guardian registering a minor, you agree to US Sailing contacting your minor through emails, applications (including push notifications), and other areas of our online services. You acknowledge that the information we have retained about your minor came from yourself and not from the minor directly. You acknowledge that you have read the entirety of our SPECIAL.
B. SPECIAL LANGUAGE ON CHILDREN UNDER 13

US Sailing’s online services are intended for general audiences. COPPA and its rules require us to inform parents and legal guardians (“parents”) about our practices for collecting, using, and/or disclosing personal information from children under the age of 13 (“children”). We are also required to obtain verifiable consent from a child’s parent for certain collection, use, and disclosure of the child’s personal information. This section notifies parents of the types of information we may collect from children, how we use the information we collect, our practices for disclosing that information, our practices for notifying and obtaining parent consent when we collect personal information from children (including how a parent may revoke consent), and all operators that collect or maintain information from children through US Sailing’s online services.

This section only applies to children under the age of 13 and supplements the other provisions in our policies, which generally apply to teenagers and adults. We urge parents to discuss with their children, regardless of age, the importance of protecting the confidentiality of any personal information, both on and offline.

1. Information We Collect About Children
   a. US Sailing’s online services are intended for a general audience; therefore, children can access many parts of our platforms without providing us with any personal information. However, some content is only available to US Sailing members, including the membership registration process and apps, which requires us to collect certain personal information.
   b. We use certain technologies, such as cookies and/or others, to automatically collect information from our users when they visit our online services.
   c. We only collect the information that is reasonably necessary about a child, so they may participate in activities as a US Sailing member. We do not condition his or her participation on the disclosure of more personal information than is reasonably necessary.
   d. Agreement to this policy means a parent has consented to US Sailing collecting and using this information about his or her child.
Therefore, we have no actual knowledge of collecting information directly from a child.

e. If you wish to opt out of parental consent, you may do so by contacting us through the information provided in the Contact section of this document.

2. Information We Collect Directly

a. A parent must provide us with the following information to register as a member with US Sailing: child’s name, child’s birthday, phone number, address, and parent’s email.

b. We generate a member ID number for the child, which is used as his or her identifier in our database.

c. Agreeing to this policy means you, the parent, have consented to US Sailing collecting and using this information regarding your child.

d. If you wish to opt out of parental consent, you may do so by contacting us through the information provided in the Contact section of this document.

3. Automatic Information Collection and Tracking

a. We use technology on our online services that automatically collects information from users, including children, when they access and navigate through our website and apps. The information we collect from these technologies may include:

i. One or more personal identifiers (ex. IP address, cookies) that can be used to recognize a user over time and across different websites and services

ii. Information that identifies a device’s location

b. For more information, please contact us through the information provided in the Contact section of this document.

4. How Your Child’s Information is Used

a. We use the personal information we collect from/about your child to register him or her for a US Sailing membership and generate a Member ID number.

b. Once enrolled as a member, we assign your child a Member ID number, which can then be used to unlock use of discounts from our partners, use of apps on a mobile device, training courses, athletic improvement tracking, and other activities limited to US Sailing members.

c. We only use the Member ID number and occasionally first and/or last names to unlock these member benefits.

5. Third Party Information

a. Authorize – We use Authorize to process credit card transactions through our online store. You can find their Terms of Use at: https://www.authorize.net/about-us/terms/. You can find their privacy policy at: https://www.authorize.net/about-us/privacy/.
b. New Start Mobile – We use New Start Mobile to support some of our application functions. You can find more information on them at [https://www.newstartmobile.com/](https://www.newstartmobile.com/).


### C. INFORMATION COLLECTION

1. **Active Information Collection**
   a. As described above and like many websites, our online services collect information from users and/or members by asking specific questions that require a response, and by permitting communication directly with us via email, feedback forms, chat rooms, and more. Some of the information you submit may be personal information, as in the case of our membership registration process described in the CONSENT and SPECIAL LANGUAGE ON CHILDREN UNDER 13 sections of this document. You will be notified what information is required and what is optional at each collection point.

2. **Passive Information Collection**
   a. As you use our online services, certain information may be passively collected. This means that it is collected without you having to actively provide this information. This is done through various technologies and means, including, without limitation, cookies:
      i. Cookies are small data files transferred to your computer when you allow your browser to accept cookies. Cookies are used to gather basic tracking information and to monitor the presentation of advertisements. We place a single cookie only with your permission and then only to identify you during your current visit to our Login page, My US Sailing page, and any secure WordPress pages. WordPress may utilize other cookies on its own, and we are not responsible for the actions of this, or any, third party. We encourage you to familiarize yourself with the privacy procedures of third parties. Information on this can be found under the CONTACT section at the end of this document. We do not link the information collected through cookies to any personal information provided by users and/or members who participate in our activities. Cookies are placed on your hard drive from many major websites. If you do not want information collected using cookies, you can generally opt out of providing this
information if you turn off the use of cookies in your browser. You are solely responsible for completing the process to opt out of cookies. We are not responsible for cookies that may be placed on your computer by third parties through, leading to, or coming from our online services. We strongly encourage you to familiarize yourself with the policies of these third parties. This information is found under the CONTACT section of this policy.

3. Automatic Information Collection
   a. We may collect IP addresses or other automatic information when you use our online services. An IP address is a number that is automatically assigned to your computer whenever you access the internet. Our computers may identify your computer by its IP address. When you request web pages from our online services, our computers may log your IP address. Automatic Information is information collected when you request web pages from our online services that may include: the page served, the time, source of request, type of browser making request, preceding page view, and/or other information. When analyzed, this data helps us determine how visitors arrive at the site, what type of content is popular, what type of users in the aggregate are interested in specific forms of content and/or advertising, and more. It also helps run our system administration and to report aggregate information to our advertisers and/or sponsors.

4. How We Use This Information
   a. This information is used to help us contact members and conduct our business. This may include, but is not limited to, improving our online services, to customize display to your preferences, to communicate information to you, for marketing and research, and for any other purposes specified in this policy or other terms of use document put forward by US Sailing.
   b. We occasionally sell, distribute, trade, or otherwise transfer personal information obtained from a user to third parties that in our opinion will make responsible use of it.
   c. Information on youth members is never sold or otherwise distributed, except in the instance of publishing information in the online member directory. Please contact us at the information listen in the CONTACT section of this document if you would like to opt-out if you do not want your child’s information displayed on the Member Directory.
   d. We may combine personal information with other actively collected information. We may also combine personal information with passively collected information.
   e. We may disclose personal information as well as passively collected information to third parties located in the USA and abroad when needed to, without limitation, run an event or activity,
to support our business operations (fulfillment services, technical support, delivery services, online service providers, financial institutions, and more), to comply with requirements from applicable local, state, and/or federal laws, court orders, or government regulations (including, without limitation, SafeSport).

f. We make full use of the information acquired through this site that is not considered personal information.

D. CONTENT LINKED ON US SAILING SITE

1. You may be directed to other sites and applications beyond our control when using our online services. It is your responsibility to make yourself aware of this. For example, this happens when you click on an advertisement and the click takes you off our online service and onto another site or application, not run by US Sailing. This includes, without limitation, links from advertisers, sponsors, and/or partners that use our logo as part of a co-branding agreement. These other sites and/or applications may use cookies, independently collect/solicit data from you, and/or solicit personal information, among other practices. These other websites may also not have privacy policies of their own. US Sailing is not responsible for the privacy practices and/or the overall choices regarding privacy practices of third parties.

2. You may have been directed to our online services from a link on another site or application. US Sailing is not responsible for the privacy policies of any third parties, regardless of whether the third party led you to our online services or if our online services led you to the third party.

3. We strongly encourage you to familiarize yourself with the privacy policy of a different/third party website that may have been linked to and/or from any of our online services before providing any personal information.

E. CREDIT CARDS

We take reasonable care to protect your credit card information that you may enter on our online services. We may provide your credit card number, name, billing, and shipping information to participating merchants from whom you buy goods or services and financial institutions pursuant to transactions with US Sailing. The merchants are solely responsible for how they use your information and any other information they independently acquire from you or about you. Otherwise, we do not share your credit card information with anyone else.

To protect the security of your credit card, we employ the industry standard Secure Sockets Layer (“SSL”) technology. We run all transactions through with a validated SSL certificate via Authorize, our third party credit card processor. For information on their privacy policy, visit: [https://www.authorize.net/about-us/privacy/](https://www.authorize.net/about-us/privacy/). For information on their Terms of Use, visit: [https://www.authorize.net/about-us/terms/](https://www.authorize.net/about-us/terms/).

F. CALIFORNIA PRIVACY RIGHTS
For help with any of the scenarios below, please contact us at the information under our CONTACT section at the end of this document.

1. California defines minors as anyone under the age of 18. In compliance with California Business and Professions Code Sections 22580-22582, we do not knowingly market products or services to minors that the minors are legally prohibited from buying.

2. California members who are Safe at Home participants have the right to demand removal of their personal information, such as home address or phone number, from online search engines and databases. The Safe at Home participants have the right to demand removal of their personal information from our Member Directory. If you are a Safe at Home participant, please contact us through whatever channels are necessary at the information posted in the CONTACT section at the end of this document.

3. California users of our online services may request us to disclose the categories and specific pieces of personal information that we collect about the user, the categories of sources from which the information is collected, the business purposes for collecting that information, delete any personal information about the consumer which we collected and information regarding our disclosure of your personal information to third parties for those parties’ direct marketing purposes. Any disclosure we make to third parties is done so in accordance with our privacy policy. For any questions, requests, or comments, please contact us at the information posted under the CONTACT section at the end of this document.

4. Under CA Civil Code Section 1789.3, California users of our online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, CA 95834 or by phone at 916-445-1254 or 800-952-5210.

G. DO NOT TRACK

Some web browsers may transmit Do-Not-Track (“DNT”) signals to websites which the browser communicates with. This typically occurs only when the computer’s user has opted-in to using DNT on his or her browser. Our online services do not currently respond to DNT signals, as there is no common understanding on how to interpret such signal yet. However, the location services specifically related to our app can be toggled on and off in the settings of your mobile device, as is standard with most mobile applications and mobile device software.

CHANGES TO THIS POLICY
We reserve the right to update, change, or modify our privacy policy in any manner and/or at any time. The updated policy will be posted under the usual policy link on our online services with a new modification date. Your continued use of our online services after we make changes to our privacy policy is deemed to be acceptance of those changes, so please check the policy periodically for updates. In some cases, we may also tell you about changes to our privacy policy by additional means, such as by sending an email to the email address we have on file for you. In some cases, we may request and/or require your consent to the changes. However, it is your responsibility to check back at our policies and make yourself aware of any and all changes.

TERMINATION

1.
   1. This privacy policy, along with any and all other terms of use put forward by US Sailing are effective until terminated by either party. Access to any and all online services may be terminated immediately without notice from us if, in our sole discretion, you fail to comply with any provision in this policy or other terms of use put forward by US Sailing. Upon such termination, you must cease use of our online services and destroy all materials obtained from such site and all copies thereof, whether made under this policy or any other terms of use put forward by us or otherwise.

2. Your membership may be terminated for non-payment of dues in accordance with Bylaw 213.

3. US Sailing reserves the right to terminate any relationship due to failure to comply with the SafeSport rules put forward by the U.S. Center for SafeSport. This applies regardless of membership status. Please review the SafeSport rules here. For more information on US Sailing’s implementation of SafeSport, please see Bylaw 215 – Member Obligation to SafeSport here.

4. You may terminate your relationship with us at any time by discontinuing use of all our online services and alerting us that you have done so by contacting us at the information under the CONTACT section of this document. Upon such termination, you must destroy all materials obtained from any of our online services and all related documentation and all copies and installations thereof, whether made under this policy or any other terms of use put forward by us or otherwise.

CONTACT

1.
   1. US SAILING CONTACT
a. If you have any questions or comments, please contact us at:
   i. US Sailing – 1 Roger Williams University Way, Bristol, RI 02809
   ii. 401-342-7900 or 1-800-877-2451
   iii. membership@ussailing.org
   iv. info@ussailing.org
   v. Office hours: Monday through Friday, 8:30AM-5PM

2. THIRD PARTY CONTACT

a. Authorize – We use Authorize to process credit card transactions through our online store. You can find their Terms of Use at: https://www.authorize.net/about-us/terms/. You can find their privacy policy at: https://www.authorize.net/about-us/privacy/.

b. New Start Mobile – We use New Start Mobile to support some of our application functions. You can find more information on them at https://www.newstartmobile.com/.