

Privacy Policy & User Agreement

The Software & Information Industry Association (SIIA) respects the privacy of visitors to its website, event registrants, newsletter and listserv subscribers, member companies and other SIIA customers and users. This Privacy Policy explains what personal information we collect from these users and how we use, disclose and protect it. Most personal information we obtain is provided voluntarily by the data subject in conjunction with our Association's activities: we put on events, transmit publications and facilitate member discussions and networking, protect our members' intellectual property, and engage in advocacy for the technology and content industries.

Please read this policy thoroughly to ensure that you understand the circumstances under which SIIA collects and uses information and when SIIA may disclose such information to third parties.

COLLECTION OF INFORMATION

Information Collected From Users of the SIIA Website. Users to the public areas of SIIA's website generally browse anonymously. We do not normally attempt to identify website visitors without a security-related reason. SIIA uses a third-party service to collect and report aggregate and anonymized data, such as number of page views, unique visitors, frequency of visits, and other visitor traffic metrics. SIIA collects the IP address of those who report piracy to SIIA on the site in order to help SIIA staff judge the reliability of the report. SIIA will also occasionally collect an IP address when accepting credit card information online to detect duplicate credit card transaction submissions or cases of fraud and to identify organizations that may be interested in sponsoring or otherwise partnering with SIIA on one or more SIIA events.

We use cookies (small text files downloaded from our site to your device) in the following ways.

Necessary Cookies. These cookies enable you to move around the website and are intended to make that experience easier—for example, by customizing content to the kind of device you use.

Use Cookies. These cookies tell us how you use the site—what links you click on, and how long you stay on a page. Unless you have logged in using a password, this information is anonymized. It tells us which pages our users have engaged with the most, and how visitors use the site. These cookies help us improve the content on the site and the way that the site functions.

Our server logs collect standard information about how our site is used, such as IP addresses, time and date of visit, and the address of the website you came from before you got to ours. This information is anonymized. SIIA does not track your behavior once you leave our website. We also do not sell or rent your personal information.

Nominees and Other Customers. SIIA asks some users to voluntarily provide some limited information, such as name, job title, company, business address, business phone, fax, e-mail, and, in cases where a payment to SIIA is required, credit card account information. This information may be submitted to SIIA through membership applications, conference or seminar registration, publication orders, subscriptions, contest registrations or other SIIA forms. Whenever we transfer your personal information to a third party, we have contract clauses that provide for appropriate security to protect your privacy.

SIIA may also use unique identifiers in emails sent to SIIA members, event registrants, award nominees, newsletter subscribers and other customers to help SIIA understand which emails have been opened and if so, how many times. SIIA may also use custom URLs in these emails to track how many times recipients clicked on the URLs in an email message. We use this information to improve the quality and accuracy of our email campaigns.

USE AND DISCLOSURE OF INFORMATION

Use of Data Collected From Users of the SIIA Website. We use data collected about users of the SIIA website only for internal and marketing purposes. We do not retain any personally identifying information. On occasion, SIIA may make chat rooms, forums, message boards, and news groups available. Any information that users voluntarily disclose in these areas may be publicly accessible. SIIA does not routinely monitor these activities and users should exercise caution when sharing personal information.

Use of Information Collected From SIIA Members, Event Registrants, Newsletter Subscribers, Award Nominees and Other Customers. SIIA uses the data it collects from SIIA members, event registrants, newsletter subscribers, award nominees and other customers to perform activities related to: (i) identifying SIIA members and administering user accounts; (ii) fulfilling orders, sending newsletters, managing conferences; (iii) developing and improving the products and services offered by SIIA; and (iv) contacting members and other customers with information about SIIA products, services, promotions or special offers, unless they have indicated that they do not want to be contacted. Anyone may choose to withdraw their consent by following the procedure within the footer of any SIIA email communications. Alternatively, anyone may email SIIA at privacy@siia.net with a request to withdraw consent from all or any specific SIIA communications

Disclosure of Information to Third Parties. SIIA makes member company product information and contact information available to certain users of the SIIA website and to those who register for SIIA events. SIIA may also share data with event sponsors who may want to send SIIA event registrants information about their products or services. SIIA requires these third parties to maintain, use, and disclose any information provided by SIIA in a manner consistent with this policy.

Disclosure to SIIA Contractors. SIIA employs contractors to assist with administrative and other de rigueur functions and may provide contractors with access to data. Contractors include lawyers, auditors, and other service providers. So long as we have your information, you cannot withdraw consent for disclosures to SIIA contractors. SIIA requires its contractors who have access to maintain appropriate security and to maintain, use, and disclose any personal information provided by SIIA in a manner consistent with this policy.

Individuals May Withdraw Consent At Any Time: Individuals may request SIIA to stop third party disclosures by indicating their preferences on their SIIA member account profile or when registering for an SIIA event or other instance in which they are providing contact information to SIIA. On a conference-by-conference basis registrants will be also be given the opportunity to express their preferences whether to allow SIIA to share their contact information with other registrants, conference sponsors and other third parties. At any other time, individuals who do not want SIIA to share their contact information with third parties should log into their account profile to indicate their preferences. If you want to delete your information from our databases, contact SIIA directly at privacy@siia.net or (202) 289-7442 to request that their information be deleted.

Use of Credit Card Account Information. SIIA uses a third-party payment processor. SIIA does not store or disclose credit card account information provided by its members and customers.

Reporting Piracy to SIIA. Anyone can voluntarily report possible incidents of software piracy and content piracy to SIIA through SIIA's online piracy reporting forms, email or hotline. SIIA uses this information to investigate piracy claims and, if necessary, to take legal and/or other enforcement action. All information identifying individuals who report software piracy or content piracy is kept strictly confidential by SIIA staff and outside counsel and is not disclosed unless required by law or expressly allowed by the individual who reported the piracy.

Other Disclosures. SIIA does not generally disclose personal information except as described here. However, in response to legal process, or in the event that we believe that our website has been hacked or we find evidence suggesting improper or criminal activity, we reserve the right to share information with law enforcement and others to protect our rights and property. We may also make disclosures to take precautions against liability or to provide information to law enforcement agencies or for an investigation on a matter related to public safety.

Business transfers. If we sell the business, we will require that the purchaser will abide by this privacy policy, either now or as it may be amended from time to time. We reserve the right to transfer your personal information if we are bought by another firm. Information that we acquire from a purchased business will be treated in accordance with this privacy policy.

SECURITY AND COMPLIANCE

SIIA stores all information it collects on servers accessible only by SIIA employees and contractors. We use reasonable and current security methods to prevent unauthorized access, unauthorized disclosure, loss, and destruction; maintain data accuracy; and ensure correct use of information. Account information

and profiles are password-protected. We recommend that SIIA members and any others with password-protected access to the SIIA website not divulge their password to anyone and take adequate precautions to ensure that their password is not accessible to third parties. Although we try to protect any information transmitted to us, no system is invulnerable. When SIIA employs contractors that may have access to personal information, we require that they maintain, use, and disclose any information provided by SIIA in a manner consistent with this policy.

SIIA is committed to making sure that its privacy policy is understood and respected by all of its employees. All SIIA employees who collect, access or disclose information about members and customers are informed of this policy to ensure that they understand the importance of privacy and how our policy affects an individual's job responsibilities.

DATA QUALITY AND ACCESS

Any individual who submits information to SIIA may review the information and ask us to correct, amend or delete it. You are ultimately responsible for the accuracy of the information you submit. If you provide us with a business address, we rely on that information to determine your country of residence. Any member wishing to amend or correct the information we have on file should log into their account profile at https://www.siia.net/about/mysiia to indicate their preferences. If you would like us to delete your personal information, or for other privacy questions, please contact SIIA at privacy@siia.net or (202) 289-7442.

MISCELLANEOUS

External Links. SIIA's website provides links to other websites that SIIA does not control. Each of these sites maintains its own independent privacy and data collection practices and procedures. Users who visit a website that is linked to our site should consult that site's privacy policy.

Children. SIIA does not knowingly market its goods or services to, or collect data from, or otherwise target minors.

ASSENT AND MODIFICATIONS TO PRIVACY POLICY

Use of this website signifies agreement to the terms of SIIA's privacy policy. Any user who does not agree with these terms, should navigate away from the site and not disclose any information through this site. SIIA may modify this privacy policy at any time at its discretion and modifications are effective upon being posted on this site. If we make material changes to this privacy policy and we have your contact information, we will notify you if feasible and obtain your consent to those changes when the law requires us to do so. If you provide us with an email address that no longer works and we notify you about changes to this policy, you agree that we have notified you.

Users should review this privacy policy periodically to ensure that they are aware of any changes to it.

Upon request, SIIA will also attempt to notify existing SIIA members, event registrants, newsletter subscribers, award nominees and other existing SIIA customers of material changes to this privacy policy.

CONCERNS OR COMPLAINTS

Anyone who believes that SIIA has not adhered to its privacy policy or is otherwise concerned about the treatment of their data should contact SIIA at privacy@siia.net or (202) 289-7442.

Last updated May 2018

Version 2.1

Policy History

- 1.0 Original Privacy Policy
- 2.0 Major Revision
- 2.1 Minor Revision to information collection on 8/13
- 3.0 Revision May 2018

Usage Agreement

This website, its fora, and its interactive tools (collectively, the "Site") are provided by the Software & Information Industry Association ("SIIA"), to you ("you" or "user"), subject to the terms of this online agreement ("Agreement"), and the rules that may be published from time to time by SIIA. The Site is provided to users who agree to abide by the terms and conditions of this Agreement. SIIA reserves the right to change the nature of this relationship at any time. Users who violate the terms of this Agreement may be permanently banned from using this service. USAGE OF THE SITE WILL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, YOU MAY NOT ENTER OR USE THE SITE.

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If you have a concern about copyrighted material hosted on this website, or in an SIIA listery or forum, please email our DMCA agent at dmca@siia.net. SIIA will terminate the accounts of any SIIA service that repeatedly infringes copyright.

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I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.