

## ISACA Detroit Chapter's Privacy Policy

Detroit Area Chapter ISACA believes the privacy and confidentiality of an individual's personal information is important. We provide the following privacy policy (the "Privacy Policy") in order to demonstrate our firm commitment to privacy. Detroit Area Chapter ISACA may need to change this Privacy Policy from time to time in order to address new issues and to reflect changes on our Site. Please refer back to this Privacy Policy regularly because your use of the Site signifies that you agree to be bound by the terms and conditions of this Privacy Policy, as amended from time to time.

**a. Collection of Personally Identifiable Information.** Detroit Area Chapter ISACA collects personally identifiable information about you only when you voluntarily provide such information. (Personally identifiable information is any information that can be used to identify or contact a specific individual and any other information about that individual.)

**b. Use of Personally Identifiable Information.** Detroit Area Chapter ISACA will not sell or otherwise transfer or disclose personally identifiable information to third parties not affiliated with Detroit Area Chapter ISACA without your prior consent (except as may be required by law, such as a court-ordered subpoena, search warrant, or other court order; or required by exigent circumstances). That means that Detroit Area Chapter ISACA will never disclose your name, e-mail address, street address or phone number to third parties not Affiliated with Detroit Area Chapter ISACA without your consent. We may use your personally identifiable information only to tailor your experience at our Site, and to compile and display content and information that we think you might be interested in or related to voluntary opportunities within our organization and to display content according to such preferences.

Detroit Area Chapter ISACA also may use your profile information on an aggregate basis -- without personal identifiers -- to provide our editors with information that is useful in developing new features and content for the Site, and to provide Sponsors and others with aggregate information about our users and the usage patterns of the Site.

Detroit Area Chapter ISACA reserves the right to share your information with organizations affiliated with Detroit Area Chapter ISACA (i.e., ISACA, the IT Governance Institute) without your permission. However, we will not make personally identifiable information available to other chapters or to vendors.

Detroit Area Chapter ISACA reserves the right to perform statistical analyses of user behavior (on an aggregate basis) in order to measure interest in and use of the various areas of the Site and to inform Sponsors of such information.

Detroit Area Chapter ISACA may permit third parties to offer subscription and/or registration-based services through the Site. In this event, Detroit Area Chapter ISACA is not responsible for any actions or policies of such third parties and users should check the applicable privacy policy of such party before providing personally identifiable information.

**c. Retention of Your Information.** We do not maintain an individual profile in a database associated with the website. It is not feasible to delete all traces of your activity in the system. We do rely on information in offline databases for mailings. Information for those databases are obtained from meeting attendees and from . Members can change their contact information at the ISACA website <http://www.isaca.org>

**d. Voluntary Disclosure of Personally Identifiable Information on Bulletin Boards, News Groups and Chat Rooms, and other Interactive Areas (collectively "Interactive Areas").** Users should be aware that when they voluntarily disclose personally identifiable information (for example, user name, e-mail address) on an Interactive Area of the Site, that information, along with any substantive information disclosed in your communication, can be collected and correlated and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond the control of Detroit Area Chapter ISACA and Detroit Area Chapter ISACA makes no warranties about the discoverability of your identity by methods beyond our control.

**e. Encryption Technology.** Detroit Area Chapter ISACA uses Secure Socket Layer ("SSL") encryption technology to enhance data privacy and help prevent loss, misuse or alteration of the information under Detroit Area Chapter ISACA control.

**f. Cookie Technology.** Detroit Area Chapter ISACA collects non-personal identification information through the use of "cookie" technology and/or Internet Protocol ("IP") address tracking. Cookies are small text files a web site can use to recognize repeat users and facilitate the user's ongoing access to and use of the site. Non-personal identification information might include the browser used by you, the type of computer, the operating systems, the Internet service providers and other similar information. The Detroit Area Chapter ISACA system also automatically gathers information about the areas you visit on the Site and about the links you may select from within the Site to other sites.

**Detroit Area Chapter ISACA cannot control the use of cookies by advertisers or third parties displaying data on the Site or on the sites you visit using links from the Site. Most browsers are set to accept cookies. You can set yours to refuse cookies, or to alert you when cookies are being sent.**

**g. Links to other Sites.** Users will find advertising or other content on the Site that enable linking to the sites of Detroit Area Chapter ISACA's advertisers, Sponsors and other third parties. These third party sites may have their own privacy policies or no policy at all. Detroit Area Chapter ISACA's Privacy Policy does not apply to such other sites. Detroit Area Chapter ISACA has no control over the content displayed on such sites, nor over the measures, if any, that are taken by such sites to protect the privacy of your information.

Questions regarding this Privacy Policy should be directed to Detroit Area Chapter ISACA's Customer Support by email at [webmaster@isaca-det.org](mailto:webmaster@isaca-det.org).

**Disclaimers And Other Information**

a. INFORMATION SUPPLIED BY DETROIT AREA CHAPTER ISACA IS PROVIDED "AS IS" AND NEITHER DETROIT AREA CHAPTER ISACA NOR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONTENTS OF THE SITE OR INFORMATION FURNISHED BY THEM OR OUR AGENTS, EMPLOYEES OR REPRESENTATIVES AND SPECIFICALLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR USE, APPLICATION OR PURPOSE.

b. BY ENTERING THE SITE YOU HEREBY EXPRESSLY AGREE THAT Detroit Area Chapter ISACA, AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, DEMANDS OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AS A RESULT OF YOUR USE OF THE SITE OR ANY INFORMATION YOU OBTAIN ON IT OR ANY OTHER INTERACTION WITH Detroit Area Chapter ISACA. IN DOING SO, YOU AGREE THAT YOU ARE WAIVING VOLUNTARILY AND UNEQUIVOCALLY ANY LIABILITY OF DETROIT AREA CHAPTER ISACA.

c. Detroit Area Chapter ISACA does not make any representation or warranty concerning errors, omissions, delays or other defects in the information supplied to users, or that its files are free of viruses, worms, Trojan horses or other codes that include or manifest contaminating or destructive characteristics.

d. With respect to communications to Detroit Area Chapter ISACA, Detroit Area Chapter ISACA does not guarantee that it will respond to all inquiries.

e. Detroit Area Chapter ISACA is not responsible for your classification of contributions, dues or gifts for tax purposes.

f. If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

g. Any notice to Detroit Area Chapter ISACA shall be given in writing and sent by certified and registered mail to ISACA, Detroit Area Chapter, PO Box 1317 Troy, MI 48099-1317 or by e-mail to [webmaster@isaca-det.org](mailto:webmaster@isaca-det.org).

h. The application of these provisions, disclosures and disclaimers and all other matters arising from your use of this Site or of any information you obtain from Detroit Area Chapter ISACA shall be governed by the laws of the United States of America and the State of Michigan. Any claims, disputes or other controversies relating to or arising from

these provisions, disclosures and disclaimers or from your use of this Site or any information you receive from Detroit Area Chapter ISACA shall be brought exclusively in the United States District Court, the Eastern District of Michigan, and you hereby expressly consent to the exercise of jurisdiction over you by such courts.

YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

DETROIT AREA CHAPTER ISACA MAKES NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERTAKINGS CONTRARY TO THOSE SET FORTH ABOVE.