

Privacy Policy and Terms and Conditions for NMEA Websites

Effective date: 06/14/2020

This Privacy Policy explains how the National Marine Electronics Association, Inc., ("NMEA", "we", "our", or "us"), collects, uses, shares and safeguards Personal Data and Non-Personal Data on: www.archives.nmea.org (the "Site") as well as by phone and by paper. By using this Site, you are accepting the practices described in this Privacy Policy. (If NMEA collects data on mobile websites, mobile applications, NMEA profiles on NMEA social media sites and on any other digital services and platforms officially operated or used by NMEA, then parts or all of this Privacy Policy are likely to be applied to them).

This Privacy Policy is applicable to all site visitors, registered users, and all other users of our Site. Each time you use this Site, the current version of this Privacy Policy will apply. Please read this Privacy Policy before using the Site or submitting any personal information. Changes made to the practices in the Privacy Policy, from time-to-time, will be posted and will apply to activities and information collected after the changes are posted. The date of this Privacy Policy will be placed at the top.

This Privacy Policy also serves as the TERMS AND CONDITIONS of use for NMEA's websites:

www.nmea.org

www.nmeaboater.com

www.imea-marine.org

The privacy practices set forth in this Privacy Policy are for NMEA Sites only. If you link to other web sites, please review the privacy policies posted at those sites.

Changes to this Privacy Policy

NMEA reserves the right to amend the Privacy Policy at any time, for any reason. If we make any material changes to this Privacy Policy or the way we use, share or collect Personal Data, we will notify you by posting the revised Privacy Policy on this page with a revised "Effective Date" at the top, by prominently posting an announcement of the changes on our Site, or by sending an e-mail to the e-mail address you most recently provided to us prior to the new policy taking effect. Please check back frequently to see any updates or changes to this Privacy Policy.

Use of Site Materials

NMEA owns the copyright to all of the materials on this Site or else has a valid right from a third party to use the materials on this Site.

No part of the books and publications, standards, technical data and other items listed for sale or license on the Site may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way unless you first purchase or license the item and agree to the terms under which it is purchased or licensed.

Except for the books and publications, standards, technical data and other items listed for sale or license on this Site, you may download one copy of the materials from this Site on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright, trademark, and other

proprietary notices on the materials, and also provided that you do not copy, reproduce, republish, upload, post, transmit, or distribute them in any way. Any modification of the materials or use of the materials for any other purpose is a violation of NMEA copyright and other proprietary rights and is prohibited.

Trademarks and Service Marks

All trademarks, service marks and trade names appearing on the Site are the property of their owners. Your use of them in any manner other than as authorized in this Privacy Policy and Terms and Conditions, or as authorized in writing by NMEA or their owners, is strictly prohibited.

Site Integrity

By using this Site, you agree that you will not attempt to undermine the integrity of this Site.

Collection of Information: Personal Data

We collect information (whether online, by telephone, or by paper) that enables NMEA to identify or contact you ("Personal Data") to carry out its association purposes. NMEA's Site collects this information for a variety of association uses, including but not limited to, applying for membership, registering for a newsletter or publication, registering for an NMEA event or program, purchasing NMEA products or services, or otherwise interacting with NMEA.

The types of Personal Data we collect include, but are not limited to:

- General data (e.g., names, birthdays, home and business addresses, e-mail addresses, and telephone numbers that are provided voluntarily by our members, customers or website visitors; and Internet Protocol address)
- Professional data if voluntarily submitted by our members, customers or website visitors
- Other identification information (e.g., photographs)
- Financial information (e.g., credit card numbers for membership dues payments or for product purchases)
- Sensitive Personal Data (e.g., racial or ethnic origin, and disability data) for diversity or accessibility purposes

NMEA also receives Personal Data from third parties for NMEA's use in marketing to potential new members, such as lists of principals and assistant principals, and lists of state principals' association members. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

Collection of Information: Non-Personal Data

We collect information (whether online, by telephone, or by paper) that does not directly identify you as you interact with our Site ("Non-Personal Data"). The types of Non-Personal Data we collect includes, but is not limited to:

- Site usage (e.g., browsing history, search terms, number of clicks, referring/exit pages, date/time stamp, time on Site)
- Products and services viewed, including advertisements for such products and services
- See the section entitled: "Cookies/Tracking Technology" for more disclosures about information collected

User ID and Password

Certain areas of our Site require the use of a user ID, e-mail address, or password as an additional security measure that helps protect Personal Data and allows you to update it. To help you protect your privacy, the Site has tools to help you log in and log out.

How We Use Your Personal Data

In addition to the uses described above, we use your Personal Data, sometimes combined with Non-Personal Data, in a variety of ways, including but not limited to the uses below, in order to:

- Identify you when you visit our Site
- Carry out our obligations arising from your membership, or any other contracted interest into between you and NMEA, and to provide you with the information, products and membership services that you request from us
- Provide our newsletter and other publications to you, provided you have given your consent
- Notify you about changes to our membership services
- Provide service communications such as bill reminders, order confirmations, program registrations and customer service messages
- Notify you about and provide you with information about NMEA events, speakers, sponsors and other attendees
- Organize events that you have purchased or registered for
- Provide products, information and services you request or that we think you may be interested in
- Respond to your e-mails or online requests for products, services, or information
- Personalize and improve the usability of the Site
- Deliver and process surveys
- Administer our Site and for internal operations, including troubleshooting, data analysis, testing research, statistical and survey purposes
- Measure or understand the effectiveness of advertising on this site

Personal Data we receive from other sources may be combined with information you give use and that we collect about you. We may use this information and the combined Personal Data for the purposes set out above (depending upon the types of information we receive).

How We Use Non-Personal Data

In addition to the uses described above, we use your Non-Personal Data, sometimes combined with Personal Data, in a variety of ways, including but not limited to:

- To administer our Site and for internal operations, including troubleshooting, data analysis, testing research, statistical and survey purposes
- To measure or understand the effectiveness of advertising on this site

How We Share Your Data

We share your Personal Data, sometimes combined with Non-Personal Data, in a variety of ways, including but not limited to the items identified below:

- We share data with third parties to fulfill service requests and to perform business functions (e.g., NMEA contracts with third parties to provide services on our behalf such as data hosting services; packaging, mailing and delivering services; customer support and consulting services; and event registration services)
- We share data with third parties as required by law or to protect NMEA in the good-faith belief that such action is necessary to: (a) conform to legal requirements or comply with legal process served on NMEA; (b) protect and defend NMEA's rights or property; or (c) protect the personal safety of NMEA personnel or members of the public in appropriate circumstances
- We share data with third parties to offer you products and services that may be of interest to you professionally or personally (e.g., publications, training, or member product discounts). Users can request that their information be removed from such lists by sending us an e-mail at info@archives.nmea.org or by telephone at 410-975-9425 as set forth in the "Privacy Contact Information" section below.
- We share data with third parties under other unanticipated situations, but only with your consent.
- We share your e-mail address, but only as permitted by the NMEA E-mail Policy, as follows:

Your e-mail address will be used only by NMEA, its entities and NMEA vendors performing member services, or offering products on NMEA's behalf. Please understand, however, that in such cases, your e-mail address may be visible to others who have an interest in the marine electronics business or professions and NMEA events. NMEA also shares your e-mail address with third parties to enable NMEA to take security measures to help protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Finally, NMEA shares e-mail addresses with third parties as necessary for NMEA to perform certain services on our behalf, such as packaging, mailing and delivering products and processing event registrations and to respond to your service requests.

How You Can Access and Manage the Processing of Your Data

We rely on you to update and correct your Personal Data. If you are a user of our Site, a subscriber to NMEA publications, purchaser of NMEA products and services, or an NMEA member, you can review, manage, update and correct your information and preferences, including "opting out" of e-mail, directly

on NMEA's website or by contacting us using the information in the "Privacy Contact Information" section below.

If you prefer to receive hard copy mailings only from NMEA, you can contact us and request to have your name and address removed from the list we provide to third parties. For California residents, please consult the "California Privacy Rights" section for additional considerations.

Our processing of your data is based upon your consent, contract performance (e.g., your purchase of products or membership sign-up/renewal), legitimate business interest (e.g., direct marketing of goods and services), or compliance with law. You have the right to object to our processing of your data or to restrict our processing of your data. In addition, if you have consented to the processing of your Personal Data, you have the right to withdraw your consent at any time.

Typically, we retain your Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. We typically keep a member's Personal Data for five years after his/her/its membership expires. Please note that you can request, at any time, that we delete your Personal Data. All requests must be directed to the contact in the "Privacy Contact Information" section below. We can decide to delete your Personal Data if we believe that the data is incomplete, inaccurate, or that our continued use and storage are contrary to our obligations to other members, individuals, or third parties. When we delete your Personal Data, it will be removed from our active databases or anonymized so that the data is no longer identified with you, but the data may remain in our archives if NMEA determines that it is not practical or possible to delete it.

Cookie/Tracking Technology

This Site sends cookies (e.g., pieces of code or text placed on your computer by us or third-parties when you browse our Site) to your web browser (if your browser's preferences allow it) to collect data when you browse our Site. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Our Site's cookie settings can be controlled in your Internet browser to automatically reject some forms of cookies. If you view our Site without changing your cookie settings, you are indicating your consent to receive all cookies from our Site. If you do not allow cookies, some features and functionality of our Site may not operate as expected. In addition to cookies, we may place technological tools (and allow certain third parties to place technological tools) such as tags and beacons (e.g., code scripts that are primarily used to track visitors' activities on our Site by web analytics software), Internet Protocol (IP) addresses, and other tools, to collect your data for the purposes listed in this Privacy Policy and Terms and Conditions. Aggregate cookie and tracking information may be shared with third parties.

Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

Commitment to Data Security

Your personally identifiable information is kept secure. We take precautions to protect your Personal Data, both online and offline. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All e-mails and newsletters sent from this Site allow you to opt out of further mailings.

Correction and removal

If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by logging in to your NMEA profile on the NMEA website, or contacting us at info@archives.nmea.org phone 410 975 9425.

Your European Rights

FOR EUROPEAN RESIDENTS ONLY. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you before collecting your Personal Data if we intend to use your Personal Data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your Personal Data. You can also exercise the right by contacting us using the Contact Us section on our Site.

Under European data protection law, in certain circumstances, you have the right to:

- Request access to your Personal Data. You may have the right to request access to any Personal Data we hold about you as well as related information, including the purposes for processing the Personal Data, the recipients or categories of recipients with whom the Personal Data has been shared, where possible, the period for which the Personal Data will be stored, the source of the Personal Data, and the existence of any automated decision making
- Request correction of your Personal Data. You may have the right to obtain without undue delay the rectification of any inaccurate Personal Data we hold about you
- Request deletion of your Personal Data. You may have the right to request that Personal Data held about you be deleted
- Object to processing of your Personal Data. You may have the right to prevent or restrict processing of your Personal Data
- Request restriction of processing your Personal Data Request transfer of your Personal Data. You may have the right to request transfer of Personal Data directly to a third party where this is technically feasible
- Withdraw your consent to use of your Personal Data.

You can exercise any of these rights by contacting us by e-mail at info@archives.nmea.org or by telephone at (410) 975-9425. In addition, where you believe that NMEA has not complied with its obligations under this notice or European law, you have the right to make a complaint to a European Union Data Protection Authority.

California Privacy Rights

FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your Personal Data with third parties. If you reside in California and have provided your Personal Data to NMEA, you may request information about our disclosures of certain categories of Personal Data to third parties for direct marketing purposes. To obtain this information, please write to us at: NMEA, Attn: California Privacy Rights, 846 Ritchie Highway, Suite L4, Severna Park, MD 21146. Please include your full name and address and NMEA member number, if applicable.

Children

One must be at least 18 years old to join NMEA. Our Site is not directed to people under the age of 18. We do not knowingly collect Personal Data from or market to anyone under the age of 18.

Linking to Other Internet Sites

This Privacy Policy and notice does not cover the links within this Site to other Internet web sites or to links in our e-mail which contain linking to other Internet web sites. Those sites are not governed by this Privacy Policy and they have their own privacy policies. If you have questions about how a site uses your information, you will need to check that site's privacy policy.

Transmission of Data to Other Countries

NMEA has no plans to transfer your Personal Data outside of the United States. Your Personal Data is processed in the United States, where privacy laws may be less stringent than the laws in your country and where the government, courts, or law enforcement may be able to access your data. By submitting your Personal Data to us, you agree to the transfer, storage and processing of your Personal Data in the United States.

Privacy Contact Information

If you have any questions, comments or complaints about our privacy practices or if you wish to change, access or remove your Personal Data, please contact us as indicated below. (This contact is the Data Controller for purposes of the General Data Protection Regulation of the EU). We will attempt, where practical, to respond to your requests and to provide you with additional privacy related information:

NMEA

Attn: Privacy Contact

846 Ritchie Highway, Suite L4

Severna Park, MD 21146

By e-mail: info@nmea.org

By Phone: (410) 975-9425

Breach Notification

In the event we determine the occurrence of a data security incident, we will notify you by e-mail, U.S. Mail, telephone, or by other means as permitted by law.

Limitation of Liability and of Warranty

The following limitations of liability and of warranty: (a) apply to the information and materials appearing on this Site; and (b) if a warranty or limited warranty is not specified in a separate document when a product or service is purchased or licensed from this Site, then the limitations will also apply to said products or services; in the paragraphs that follow, "SERVICES" means both products and services, and "CUSTOMER" includes users:

CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. SERVICES ARE PROVIDED 'AS IS,' AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE LICENSED TO THE CUSTOMER AND THE RESULTS OBTAINED THROUGH THE SERVICE. SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES NMEA IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER.

NEITHER NMEA NOR ANY OF ITS AGENTS, AFFILIATES OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. CUSTOMER SPECIFICALLY WAIVES TRIAL BY JURY. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE.