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DACdb Terms of Use

Overview

These DACdb Terms of Use apply to all Users who have access to the DACdb websites and systems ("DACdb"). Use of DACdb is permitted and encouraged where such use supports the goals and objectives of Rotary. Access to DACdb is a privilege and all users must adhere to the policies as defined herein.

All information in DACdb is the private **property of the individual member**. Zones, Districts and Clubs are allowed the use of this data for Rotary business purposes only, with the individual's consent.

By using DACdb, a Zone, District and/or Club agrees they have communicated with their entire membership they are using DACdb to manage their data and that data is held and used in accordance with these Terms of Use.

Purpose

The purpose of these Terms of Use is to protect the use of, and privacy of, members' data by preventing the distribution or use of this data by anyone except in accordance with the following procedures. DACdb grants you a limited, non-exclusive, non-transferable license to access and use our database, system, and applications for your personal use only in accordance with these Terms of Use.

DACdb Usage:

- Use of DACdb requires a valid and currently paid subscription to DACdb.
- **You may only access DACdb with your own user account and credentials.** Sharing of accounts and credentials is **not** allowed. (It is a big security risk, violates RI policy, state laws and GDPR regulations.)
- All information entered into DACdb must be accurate, true, and complete. You are fully responsible for your account and the information therein, and any transmission of your personal data is at your own risk. You are responsible for maintaining the information in your account so that it is accurate and complete and for maintaining the confidentiality of the information associated with your account, including your passwords.
- Our systems are tuned to work best with the most widely used browsers - Chrome, Firefox, and Safari. Other browsers may not provide you with the best experience, therefore we only recommend using Chrome, Firefox, or Safari.
- Zone Leadership may only use DACdb to mass contact Rotarians within the ZONE for Rotary-related purposes.
- District leadership may only use DACdb to mass contact Rotarians within the DISTRICT for Rotary-related purposes.
- Club leadership may only use DACdb to mass contact Rotarians within their CLUB for Rotary-related purposes.

- Members may only use DACdb to contact other Rotarians within their CLUB for Rotary-related purposes as defined and limited by the Club's permissions.
- All users are expected to use DACdb responsibly and productively. Access is limited to Rotary-related activities only and personal or commercial use is not permitted. Data is not permitted to be exported.
- Data that is composed, stored on, transmitted, and/or received by DACdb is considered to belong to each member and is recognized as their personal data. This data cannot be disclosed to third-parties, be sold, distributed, and/or stored on external systems outside of DACdb control, and/or redirected through external systems or used for any non-Rotary related purpose by any member or user.
- Emails sent via DACdb (PMails) should not contain content that is deemed to be offensive or SPAM. This includes, though is not restricted to, the use of vulgar or harassing language/images/etc., inclusion of obfuscated links, unwanted advertisements, or solicitations.
- Member data posted on DACdb may not be used by any member/user or Club to mass contact other members (other than the members within their own Club) for any purpose other than Rotary-related purposes.
- Rotary Club and District officers cannot provide data on behalf of any Rotarian or Rotaractor to DACdb without notice to the individual. Each of the individual club members must receive prior notice that her/his/their personal data will be shared with RI and DACdb. By sending member data to DACdb (in any form), you are confirming that you have complied with this requirement.
- DACdb access may be monitored and/or blocked by DACdb if deemed to be harmful and/or not productive to Rotary affairs and/or violate the terms of these Terms of Use.
- The systems, services and technology used to support DACdb are the property of Member Minder Pro, LLC. DACdb reserves the right to monitor email traffic, website content and data that is composed, stored on, sent, or received through DACdb.
- It is the customer's responsibility to verify all data additions, updates, and deletions. DACdb is not liable for any inconsistencies or charges levied by the Club, District, Zone, Rotary International or other organizations.
- Member notification is required prior to the publishing of **ANY** of a member's personally identifiable information (PII) in **ANY** form. (This includes websites, newsletters, bulletins, stories, directories, etc.) Each of the individual members must receive prior notice of exactly what information about them will be published. See DACdb's Privacy Policy, which is incorporated herein, for more details. [\[link\]](#)

Unacceptable use of DACdb includes, but is not limited to:

- Sending or posting discriminatory, harassing, or threatening messages or images on via DACdb.
- **Using or disclosing someone else's password without authorization.**
- **Sharing confidential material, trade secrets, or proprietary information, especially but not limited to, a competitor of DACdb.**
- Sending or posting information that is defamatory to your District, Club, Zone, PETS, RLI, or to DACdb and/or its products/services, colleagues, and/or users.
- Knowingly placing untrue, outdated, or incorrect information into DACdb.
- Sending or posting information that is defamatory to Rotary International.
- Marketing, selling or otherwise advertising your business or someone else's business or services.
- Uploading or storing any *audio* or *video* file on DACdb - including EZ websites or WordPress websites.
- Introducing malicious software onto the DACdb's network and/or jeopardizing the security of the DACdb's electronic communications systems.
- Sending or posting chain letters, solicitations, or advertisements not related to Rotary affairs or activities.

- Storing any data from DACdb in/on external systems outside of DACdb.
- "Scraping" data from DACdb, DACdb services or any DACdb product to display elsewhere or via other external services, or otherwise redirecting DACdb data or products through other external services.
- Sharing your DACdb credentials with other people (members or not), which can jeopardize the security of the DACdb—doing so is also a violation of Rotary International policy, state laws and EU law.
- Altering the codebase or reverse engineering ANY DACdb product or service (e.g., DACdb EZ or WordPress plugins).
- Publishing **ANY** member's personally identifiable information (PII) in **ANY** form without prior notice being given to and accepted by that member. (This includes websites, newsletters, bulletins, stories, directories, etc.)
- Accessing or attempting to access data that you do not have explicit permission to have access to.

Linking Policy

DACdb welcomes Clubs, Districts, Zones, and other users to link to third party websites. All trademarks and/or service marks on DACdb's website are the property of Member Minder Pro, LLC and will remain so regardless of any linking activity.

User Content

DACdb's system and services include interactive features, platforms, applications, and services via which you can submit messages, comments, materials, information, personal information, etc. By posting or submitting these, be aware that it may be seen and used by others. You represent and warrant to DACdb that you own the content you submit to DACdb and are responsible for such content. By using the DACdb, you represent and warrant that a) your use will be consistent with these Terms of Use and will not violate them; b) you own all the rights to the information which you submit or use; c) what you submit does not violate or infringe on the rights of any third party; d) what you submit will not cause injury to any person or entity and does not contain derogatory or otherwise unlawful material; and e) you will only submit information that is not yours with the permission of the owner of that information.

Transactions and E-Commerce

Additional terms and conditions may apply to the purchase of products, services, event registrations and/or donations. The inclusion of any products or services for purchase does not imply or warrant that such products or services will be available or that the event will take place. If you do use DACdb to register for any event or to make a donation, you acknowledge and agree that DACdb may provide such information to third parties for purposes of facilitating the completion of the transaction initiated by you, subject to DACdb's Privacy Policy. You represent and warrant that you have the legal right to use any credit card(s) or other payment methods utilized in connection with your transaction. DACdb shall not be responsible for any third-party payment processing, including any related fees or costs.

Violations

Violation of this policy (depending on the severity of any abuses) may result in, but not limited to the following actions:

- The offending user having their security clearance reduced to LEVEL 1 (member-level access only), -or-
- The offending user having their access to DACdb blocked, revoked and/or otherwise restricted, -and/or-
- Recommendation of dismissal of the user from Rotary to the Board of Directors of the user's Club.

Violations of this policy at the Club level will be resolved by the respective Club Officers with the help of the District Communications Officer (DCO) and/or DACdb. Any violation at the District level will be resolved by the District Communications Officer (DCO) and District Governor and/or DACdb. Violations of this policy at the Zone level will be resolved by the respective Zone Officers with the help of DACdb. Violations of this policy at the PETS level will be resolved by the respective PETS Officers with the help of DACdb. Violations of this policy at the RLI level will be resolved by the respective RLI Officers with the help of DACdb. Any decisions made with regard to violations of this policy will be communicated immediately to the appropriate District Governor, Rotary International Director, PETS Officer, and/or RLI Officer.

Violations of these Terms of Use may also be violations of Rotary International rules, state laws, and the laws of the European Union's General Data Protection Regulation (GDPR) which was adopted 25 May 2018 by both Rotary International and all its licensed vendors.

User compliance

Anyone accessing the DACdb database must agree to these Terms of Use, the first time they sign on, before access is granted. By accepting these Terms of Use, you are acknowledging your understanding of them and agreeing to abide by them.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our website and others, including information by which you may be personally identified, including your name, postal address, e-mail address or telephone number, gender, language preferences, expertise, birth year, your internet connection, and the equipment you use to access our website and usage details ("personal information").

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the website. Information collected automatically may include usage details, IP addresses and information collected through cookies, and other tracking technologies.
- From Rotary International.

Information You Provide to Us

We collect information you provide when you interact with our websites or when dealing with Rotary or our network offline including:

- Information that you provide by making an inquiry, joining as a member, registering for an event, etc. This includes information provided at the time of registering through DACdb. We may also ask you for information when you enter a contest or promotion sponsored by a Rotary affiliated organization (DACdb does not run contests), and when you report a problem with DACdb.
- Records and copies of your correspondence (including e-mail and other electronic messages, including social media posts), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you conduct through DACdb and of the fulfillment of your orders. There may be features that are developed in the future that may result in the collection of additional new information.

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the website, or transmitted to other users of the website or third parties (collectively, "User Content"). Your User Content is posted on and transmitted to others at your own risk. Although we limit access to certain pages and you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the website with whom you may choose to share your User Content.

As you navigate through and interact with our website, we may automatically collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our website, including traffic data, location data, logs and other communication data and the resources that you access and use on our website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present DACdb to you.
- To provide you with information, products, or services that you request from us.
- To offer and fulfill our core business purposes which include:
 - Fulfilling Rotary's obligation to Rotarians
 - Financial processing to third-party payment processing vendors. DACdb does not perform payment processing or collect payment information on DACdb systems.
 - Communicating messages
 - Facilitating communications between members
 - Supporting the programs and membership of Rotary

- Complying with any legal obligations
- To fulfill any other purpose for which you provide it.
- To fulfil our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our website and system(s) or any products or services we offer or provide through them.
- To allow you to participate in interactive features on our website.
- Store information about your preferences, allowing us to customize our website according to your individual interests.
- In any other way we may describe when you provide the information.
- For any other purpose where we have your consent.

Accessing and Correcting Your Information

Where you are a registered user on this website, you can review and change your personal information by logging into our website and visiting your account profile page.

Club officers, Club administrators, District officers, District administrators, Zone officers, Zone administrators and DACdb staff may have access to view and edit your personal data.

If a District officer overwrites **ANY** Club or member data, the District officer is **REQUIRED** to notify the Club's officers that changes have been made to their Club's or member's data. This is required per RI policy.

You may also send us an email at support@memberminderpro.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. Your account information may also be held in Rotary International's systems.

If you delete your User Content from the website, copies of your User Content may remain viewable in cached and archived pages, or might have been copied or stored by other website users. Proper access and use of information provided on our website, including User Content, is governed by our Terms of Use, although for EU/EEA based individuals this does not prejudice your mandatory rights under EU Protection Law (see our Privacy Policy).

Information Sharing and Disclosures

We may share your information, including your personal information, with other parties as follows:

- Your data will be shared with Rotary International
- Vendors, consultants, and other service providers who need access to such information to conduct work on our behalf (e.g., payment processing vendors such as Team Merchant, IPpay, Authorize.net, PayPal)
- Law Enforcement, Judicial, Administrative, or Regulatory Disclosures. When we believe in good faith that the law requires disclosure or that disclosure is necessary to protect or enforce the rights, property, safety, or security of ourselves or others.

Pricing Policy

We do everything we can to ensure that the prices on our websites and in our marketing materials are correct. Sometimes we need to change the cost of a product, either up or down.

- Prices may be changed at any time without prior notice.
- Prices listed on any other websites or in third-party publications may not be accepted. We sell our products to many organizations who may relay our prices to others. We cannot control incorrect third-party pricing of our services. We reserve the right not to accept a price listed on a site or in a publication other than our own.
- We try extremely hard to ensure our pricing is accurate everywhere, but mistakes can occur. We are not responsible for, and may not honor, pricing errors.
- Domain Name Registration purchases (new or transfer) are non-refundable.
- PText balances of \$10.00 USD and under are non-refundable.

Payment & Non-Sufficient Funds (NSF)

Online payment via the DACdb '*shopping cart*' (upper right, by your name) is preferred, but payment can also be made via check made payable to Member Minder Pro, LLC. sent to:

Member Minder Pro, LLC
9900 Poplar Tent Road
Suite 115, #427
Concord, NC 28027

We recommend paying online for the quickest and easiest payment. If paying by check, please include your Club / District number and Invoice number on your check and allow enough time for us to receive your payment!

Unless otherwise stated, all payments are due on the date of purchase or renewal. A 30-day payment grace period is given past the due date. If payment in full is not received by the end of this grace period, your subscription will be suspended until payment in full is received. Your subscription will be forfeited once 60 days past due and the applicable services will be turned off.

Check or electronic check (EFT) payments returned for non-sufficient funds (NSF) will result in the following:

- A \$25.00 Returned Check Fee charged to the account of the issuing entity.
- A hold placed on current subscriptions until payment is received in full which will result in all account services being temporarily suspended.
- After a second check/EFT returned for NSF, your account may have its account suspended and services discontinued.

Returned Check Payment Methods:

- Payment by credit card inclusive of convenience fees (where legally applicable).
- Check made payable to Member Minder Pro, LLC and mailed to:

Member Minder Pro, LLC
9900 Poplar Tent Road

Suite 115, #427
Concord, NC 28027

Please ensure that sufficient funds are available in your account!

Please do NOT send cash via the mail

Please include your account information (Club name and number, or District number, or other identifying entity information)

For questions regarding this procedure or to resolve a returned payment please contact our Billing Department at 720-504-7300 ext. 4.

Updates

DACdb will occasionally update these Terms of Use to reflect company, customer, legal and/or Rotary International feedback. DACdb encourages you to periodically review these Terms of Use to stay informed.

Contact Information

support@memberminderpro.com
(833) 322-3248 toll-free or +1-720-504-7300

Member Minder Pro, LLC
9900 Poplar Tent Road
Suite 115, #427
Concord, NC 28027

Disclaimer of Warranties and Limitations of Liability

DACDB DOES NOT WARRANT THAT ITS SYSTEM AND SERVICES WILL MEET YOUR REQUIREMENTS OR PROVIDE SPECIFIC RESULTS. DACDB DOES NOT WARRANT THE ACCURACY, TIMELINESS OR COMPLETENESS OF ITS SYSTEM OR SERVICES OR THAT YOU WILL HAVE CONTINUOUS UNINTERRUPTED, SECURE, OR ERROR-FREE ACCESS TO DACDB, THAT DEFECTS WILL BE CORRECTED OR THAT DACDB WILL BE AVAILABLE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

USE OF DACDB IS AT YOUR OWN RISK. DACDB AND ALL CONTENT, INFORMATION, PRODUCTS (INCLUDING SOFTWARE), MATERIALS AND SERVICES MADE AVAILABLE TO YOU ON DACDB ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. DACDB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF DACDB, OR THAT THE CONTENT, INFORMATION, PRODUCTS, MATERIALS, OR SERVICES INCLUDED OR MADE AVAILABLE ON DACDB. TO THE FULL EXTENT OF PERMISSIBLE LAW, DACDB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT.

TO THE FULL EXTENT PERMISSIBLE BY LAW, DACDB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF DATA, DATA USE, BUSINESS REVENUE, INCOME, CONTRIBUTIONS, PROFITS, BUSINESS INTERRUPTION, OR THE LIKE, GOODWILL OR REPUTATION, WHETHER BASED IN CONTRACT, TORT,

NEGLIGENCE OR STRICT LIABILITY LAW OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE, BY YOUR USE OF DACDB, THAT DACDB IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USES OF DACDB OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING AND YOUR USE OF DACDB RESTS ENTIRELY WITH YOU.