



UMTIA Privacy Policy

May 2022

The Upper Midwest Translators and Interpreters Association (UMTIA) respects the privacy of its members and other visitors to its website, www.umatia.org (the “Website”). UMTIA believes that if electronic commerce and online activities are to flourish, consumers must be assured that information provided online is used responsibly and appropriately. This policy describes the type of information we collect, how the information is used and for what purposes, to whom we disclose the information, and how we safeguard your personal information.

If you do not agree with our policies, your choice is to not use the UMTIA website or provide UMTIA with your information.

Collection, Use, and Disclosure of Information

Most data UMTIA collects are used only to help UMTIA better serve its members. It is our general policy to collect and store only personal information that our members and visitors voluntarily provide. Such personally identifiable information may include your name, company name, email address, etc. (collectively referred to herein as “Personal Information”). We do not sell, transfer, or disclose any Personal Information we gather at our websites to any third parties without your prior consent. There may be times when we share aggregate information—such as the number of hits per page—with advertisers, business partners, sponsors, and other third parties in any effort to customize or enhance the content and advertising on our sites for our users.

Notwithstanding the foregoing, UMTIA may disclose your personal information as required by law or as needed in legal proceedings when UMTIA believes in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

In addition, in the event of a merger, acquisition, or any form of sale of some or all of our assets to a third party, we may also disclose your personal information to the third parties. In the event of such a transaction, the personal information held by UMTIA will be among the assets transferred to the buyer.

Credit Card Account Information

UMTIA does not disclose credit card account information provided by its members and customers. When members and customers choose to pay using their credit cards, UMTIA submits the information needed to the appropriate clearinghouse through secure sites to conduct the transactions.

Security Measures

This website has security measures in place to protect the loss, misuse, and alteration of the information under UMTIA's control. When you enter sensitive information (such as a credit card number) as part of the enrollment process, we encrypt the transmission of that information using secure socket layer technology (SSL).

When you submit information to UMTIA through our website, you should be aware that your information is transmitted across the Internet and that no method of transmission over the Internet is 100% secure. Although we take reasonable security measures to protect your information when we receive it, you also need to ensure you take appropriate steps to protect your information.

Communications from UMTIA

We will not send you promotional information without your prior consent, and you can change your mind at any time by contacting us. If you no longer wish to receive UMTIA's promotional communications, you may opt-out of receiving them by following the instructions included in each communication or by contacting us at info@umtia.org.

International Website Access and Cross-Border Data Transfers

If you are visiting the UMTIA website from outside the United States, your information will be transferred to, stored, and processed in the United States where our servers are located and UMTIA is based. In addition, information that UMTIA collects may be stored and processed in and transferred between any of the countries in which UMTIA operates to enable the use of the information in accordance with this Privacy Policy. You agree to such cross-border transfers of personal information.

Access and Correction/Notice to All Users

If your personally identifiable information changes, or if you no longer desire communications or information from UMTIA, you may correct, update, amend, or deactivate it by making the change by contacting us at info@umtia.org.

You may request a copy of the information UMTIA holds about you so you can correct or amend information that may be inaccurate or incomplete by writing to info@umtia.org. In

addition, we will ask you to provide sufficient evidence of your identity for your own protection so we can ensure that information is being released to the correct person. We will respond to your request to access within 30 days.

To request the deletion of your information, please contact us by writing to info@umtia.org. In some cases, our business requirements and legal obligations may prevent us from being able to delete your information. If we are unable to delete your information, we will let you know if we are unable to do so and why.

“Cookies” and Internet Protocol Addresses

“Cookies” are files that contain information created by a web server that can be stored on a user’s hard disk for future use. UMTIA uses cookies only to facilitate automated activity, store and track passwords, and review navigation patterns. Cookies are not used to disseminate significant information about users over the Internet or to analyze any information that users have knowingly or unknowingly provided.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, if the User declines the attachment of any cookie, the user may not have access to the full benefits of the Website.

We use your Internet Protocol addresses to help diagnose problems with our server, to administer our website, and to gather broad demographic information.

Privacy Issues and Links to Other Sites

This website contains links to other websites. UMTIA has no control over and is not responsible for the privacy policies or content of such sites.

Social Media Widgets

The UMTIA website includes social media features, such as the Twitter, Facebook, and LinkedIn buttons that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

Amendments and Updates

UMTIA will occasionally update this Privacy Policy. Any changes to our Privacy Policy will be posted here so that Users will know what information we gather, how we might use that

information, and whether we will disclose it to anyone. We encourage you to periodically review this page for the latest information on our privacy practices and this Privacy Policy.

Other Questions

If you have any questions about this Privacy Notice or how CTA handles your collected Personal Information, don't hesitate to contact us info@umtia.org.

UMTIA Terms and Conditions

This website and its contents are the property of the Upper Midwest Translators and Interpreters Association ("UMTIA"). This web page states the "Terms and Conditions" for the use of the UMTIA website, www.umtia.org (referred as the "Website"). By using the Website, you agree to be bound by these Terms and Conditions. UMTIA may revise these Terms and Conditions at any time by updating this posting. The terms "You" and "User" are used to refer to anyone who is accessing the Website. If you are using the Website on behalf of a company or other legal entity, such entity may have a separate agreement with UMTIA, but you are nevertheless individually bound by these Terms and Conditions.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.

Permitted Uses of Materials

Below are selected permitted and prohibited uses of UMTIA materials that are posted at the Website.

Anyone who is doing personal, noncommercial research may view, print material, and temporarily store materials from the Website, provided that UMTIA's copyright notices are not removed and that the reuse of material does not conflict with any of the prohibited uses below. Any use other than as described in paragraph 1 above requires prior written permission from UMTIA. Please direct any request by emailing info@umtia.org

User's Link: you may link or post the link of this Website to any document or location. UMTIA does not have any control over link(s) made to any document or location at the Website, and is not responsible for any of the content therein.

Prohibited Uses of Materials

Except for the permitted uses above, User agrees not to reproduce, distribute, transmit (via print, fax, electronic, or other means), modify, alter, or create derivative works of the materials contained in the Website without prior written permission from UMTIA.

User agrees that materials may not be commercially exploited or sold to third parties without prior written authorization from UMTIA.

User agrees that materials may not be systematically stored on a server so as to substitute for the purchase of a subscription and/or license agreement to/for the materials.

Name and Logo

User agrees not to use the name of the Upper Midwest Translators and Interpreters Association, UMTIA, or their logos for any promotional or commercial purpose or any other purpose without the prior written consent of UMTIA.

Terms of Use for Online Directories

By using UMTIA's Online Directories via the Website, you hereby accept and agree to be bound by the following terms and conditions: The UMTIA Directories and all content are proprietary to the Upper Midwest Translators and Interpreters Association. The content of the Directories may not, in whole or in part, be reproduced, republished, duplicated, disseminated, downloaded, entered into a computer database, used as part of or in connection with the preparation, revision, or confirmation of a commercial mailing, database, telephone, fax, email, or other marketing list, or otherwise utilized, in any form or manner or by any means, except for the user's individual personal or professional use, or upon prior written permission by UMTIA on a limited case-by-case basis. The presence of information about UMTIA members in this Directory represents only that these individuals are members in good standing of UMTIA; it does not represent their consent to allow any other professional, personal, or commercial use of the Directory information by third parties, or to receive any marketing or related communications, except those inquiries to obtain professional services from potential customers or the public may be made directly to the members.

Termination of Account

UMTIA reserves the right, at its sole discretion, to pursue all of its legal remedies, including, but not limited to deletion of User's postings from the Website and immediate termination of User's registration with the Website or ability to access the Website and/or any other service provided to User by UMTIA, upon any breach by User of these Terms and Conditions or if UMTIA is unable to verify or authenticate any information User submits to the Website for registration. UMTIA shall not be liable to User nor any third party for any termination of User's account or access to the Website.

Waiver of Liability

UMTIA does not screen or censor User-generated content made available on the Website. UMTIA is NOT LIABLE for any content posted on the website. User assumes all risks associated with dealing with other users with whom User comes in contact through the Website. Should a dispute arise between User and another user, User hereby agrees to release UMTIA from all claims, demand, and damages associated with such a dispute.

IN NO EVENT SHALL UMTIA OR ANY THIRD PARTIES MENTIONED ON THE WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT UMTIA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Warranties

THE CONTENT THAT IS POSTED ON THE WEBSITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. UMTIA MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEBSITE, THE MATERIAL OR OTHER POSTED CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

THE WEBSITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. UMTIA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF COPYRIGHT TO THE FULLEST EXTENT PERMITTED BY LAW.

UMTIA DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBSITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, UMTIA IS NOT RESPONSIBLE FOR THOSE COSTS.

Links to Other Sites

The Website may contain links to third-party websites. These links are provided solely as a convenience to User and not as an endorsement by UMTIA of the third-party or the contents of such third-party websites. Because we do not have any control over such third-party websites, UMTIA is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. Linking to third-party websites is performed at User's own risk.

Indemnity

User agrees to defend, indemnify, and hold harmless UMTIA, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal fees, resulting from your use of the Website or your breach of the Terms of Use, including, without limitation, your submission of content that violates third party rights or applicable law. UMTIA shall provide notice to User promptly of any such claim, suit, or proceeding and shall assist User, at User's expense, in defending any such claim, suit or proceeding.

Foreign Access

If User accesses this Website from outside the United States, User does so at User's own risk. User agrees to comply with all applicable local rules and laws regarding the transmission of technical data exported from the United States or the country in which you reside.

UMTIA Social Media Guidelines

Thank you for following the Upper Midwest Translators and Interpreters Association ("UMTIA") through our website and social media platforms. While visiting our Facebook, LinkedIn, Twitter, or other social media sites, please keep the following guidelines in mind.

By participating in UMTIA's social media platforms, you agree that you have read and will follow these guidelines. In order to preserve a climate that encourages both civil and fruitful dialogue, UMTIA reserves the right to delete posts from participants who violate these guidelines and to suspend or terminate the right of any participation for any reason without notice. If you have questions about these guidelines, please contact UMTIA at info@umtia.org.

The creation of UMTIA-labeled social media channels on UMTIA's website and third-party social media websites, and any postings and comments therein, shall not contain or link to language or illustrations that:

- Are libelous, defamatory, obscene, threatening, offensive, demeaning, derogatory, abusive, ad hominem, or off-topic
- Are solely for commercial purposes
- Endorse any candidate or office holder or partisan political position
- Violate the Sherman Act or any other anti-trust laws
- Violate UMTIA's antitrust compliance policy
- Include spam or chain letters
- Violate third party's privacy rights, proprietary rights, or any other applicable local, state, national, or international law
- Degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification
- Keep in mind that information posted on these social media channels is available for all to see, and comments are subject to defamation, antitrust, and other laws. UMTIA will not be held liable for any injury or damage resulting from statements posted on UMTIA-labeled social media channels.

The Legal Stuff

By posting materials to UMTIA-labeled social media and UMTIA's website, mentioning UMTIA in your public social media posts, or voluntarily providing your social media handle to UMTIA, you grant to UMTIA the nonexclusive, world-wide, transferable right and license to display, copy,

publish, distribute, transmit, print, and use such information or other material in any way and in any medium, including but not limited to print or electronic form.

UMTIA is not responsible for the content of third-party social media websites and does not make any representations regarding the content or accuracy of materials on them. Before posting on UMTIA-labeled social media channels, please review and abide by the terms of use and privacy policy of the specific social media website.

The opinions of UMTIA social media channel creators, moderators, posters, and commentators are their own, and not necessarily that of UMTIA.

With these rules and guidelines in mind, happy posting!

Disclaimer: This Privacy Notice was adapted from the ATA Privacy Policy with permission from the American Translators Association.

Updated: May 2022