

## PRIVACY AND CONFIDENTIALITY POLICY

The Mid-Atlantic Regional Archives Conference (MARAC) is committed to protecting the privacy and confidentiality of members' personal information. This notice explains how MARAC handles personal information.

All personal information will remain confidential and will not be used or disclosed without consent, except as otherwise stated in the following policy. Personal information includes one's name, email address, and all other data or preferences provided by MARAC members.

However, MARAC may disclose without a member's consent this information as required by law or court order.

### SCOPE OF POLICY

This Privacy and Confidentiality Policy dictates MARAC's handling of members' personal information. This policy is enforced in all areas of MARAC's business, including online communications, offline communications, direct marketing, and event registration.

MARAC maintains a comprehensive database of information on its members in accordance with the general needs and expectations of the organization and its members. This information is intended for purposes related to official MARAC business and to facilitate interaction between MARAC and its members. Directory information in the database may include home or work addresses, telephone numbers, email addresses, and membership status.

### Authorized Use and Disclosure of Information

MARAC will use personal information to fulfill registration requests, membership requests, and other requested services. MARAC may also use the information to:

- notify MARAC members via US mail or email about organizational and professional news, including products, services, and announcements
- streamline communication through the web pages

MARAC membership data (hereafter "mailing list") may, with the approval of the MARAC Executive Committee and/or the Development Coordinator, be sold for one-time use to vendors in the archival or related fields. The mailing list may also be exchanged as a professional courtesy for the following specific purposes:

- To provide information about products, services or educational programs related to archival work
- To promote a better understanding of the Mid-Atlantic Region's cultural, historic and informational resources and how to maintain and preserve these resources

All external organizations and companies that receive personal information of members must have an appropriate privacy and confidentiality policy in place and agree to neither repurpose nor sell members' personal information. MARAC members may choose to restrict their directory information from being shared externally through the member section of the website, during membership sign-up or renewal, or by contacting the MARAC Administrator.

MARAC will share names and email addresses of attendees at semi-annual meetings with the vendors who sponsored those meetings. Vendors may use the lists for limited correspondence immediately before and after the meetings.

Individual users of the MARAC website must refrain from using MARAC's information for any commercial, public, or political purposes. Prohibited activities include, but are not limited to, solicitations for commercial services, cold-calling of any kind, mass-mailings, or broadcast emails. Individual users may not aggregate personal information from the MARAC website for any purpose without the express permission of the MARAC Executive Committee.

MARAC reserves the right to determine whether the use or misuse of information obtained through its website by any person or group is a violation of this policy or is otherwise abusive. MARAC further reserves the right to bar access to the website and directory information by any such person or group and to take appropriate action without notice.

## MARAC Membership Directory Agreement

The MARAC Membership Directory consists of the names, employers, mailing addresses, emails, caucuses, service histories, and organizational affiliations of MARAC members as of the posting of this directory. Their presence in the directory represents only that these individuals are members in good standing of MARAC; it does not represent their consent to receive any marketing or related communications.

MARAC offers its members access to the Membership Directory under the following conditions:

- The directory and the contents hereof are proprietary products of MARAC.
- The directory shall be used for individual, personal and confidential reference purposes only, and may be used only pursuant to the terms of this agreement.
- The contents of the directory may not, in whole or in part, be reproduced; copied; disseminated; entered into a computer database; used as part of or in connection with the preparation, revision or confirmation of a mailing, telephone, email, or other marketing list; or otherwise utilized, in any form or manner or by any means, except for the user's individual, personal and confidential reference.
- The online Membership Directory is user ID and password protected, and it may be accessed by current MARAC members only. MARAC has taken reasonable precautions to secure personal information. However, it is the MARAC member's responsibility to restrict personal information that he/she does not wish to be generally available.

MARAC members will have access to information in the Membership Directory, but may not use the information for commercial or political purposes, promotions, advocacy, or any other purpose, business or otherwise except to facilitate individual personal communication or MARAC business. Neither MARAC nor the MARAC Executive Committee will be liable for any unauthorized use by MARAC members who do not adhere to these policies.

## Participating in the Membership Directory and Email Listservs

MARAC members should edit their membership profile to ensure that their listing in the Membership Directory includes the most current contact information. MARAC strongly recommends that members maintain an active email address on file to ensure that MARAC communications reach them. Members who have difficulty accessing or updating their profiles should contact the MARAC Administrator at [administrator@marac.info](mailto:administrator@marac.info).

MARAC sponsors various email listservs (e-lists) for members:

- MARAC membership list for announcements and information pertaining to the business of the organization, to which members are automatically subscribed upon payment of annual dues. The MARAC Administrator manages the dissemination of messages. Members wanting to distribute a message to all of membership should contact the MARAC Administrator.
- Caucus E-lists for more specific discussion pertaining to regional issues and activities. Members personally manage their subscriptions and may opt in or out.
- Special Interest E-lists for discussions of common professional interest. Members personally manage their subscriptions and may opt in or out.

## MARAC Website

MARAC maintains a website for the benefit of its members and others interested in archives, records management and other information resource management issues.

Visitors may access most of the MARAC website without submitting any personally identifiable information (PII). However, some sections of the MARAC website may request PII in order to access certain data, e.g., membership entries or to complete a form or transaction. The PII supplied will be used only to permit access to data or to execute the immediate transaction. MARAC will only transmit PII to third parties (persons/organizations outside MARAC) as necessary to complete the transaction requested, as required by law, with one's permission, or as necessary to conduct official MARAC business.

## Data Security

MARAC has in place reasonable physical, electronic, and managerial procedures to safeguard and secure the information collected online. MARAC uses industry standard SSL encryption technology.

## Liability and Indemnity

MARAC makes no representations about the accuracy, reliability, completeness, or timeliness of information available through the MARAC website, links or other materials, either printed or online.

MARAC does not warrant that the online system will operate error-free or that the website and its server are free of computer viruses or other harmful materials. However, reasonable precautions are in place to minimize these risks.

To the fullest extent permitted by law, MARAC disclaims all warranties, including the warranties of merchantability, non-infringement, and fitness for particular purpose. In no event shall MARAC, the MARAC Administrator, or the MARAC Steering Committee be liable for any damages whatsoever, including, without limitation, incidental, consequential, or punitive damages, resulting from the use of the MARAC website or printed materials.

By using the MARAC website or any and all MARAC printed material, one agrees to indemnify, defend, and hold harmless MARAC, and its respective agents from and against any and all losses, claims, damages, costs, and expenses that may arise from use of any and all MARAC resources, or one's breach of these policies. MARAC will provide notice of any such action or claim, and reserves the right to participate in the investigation, settlement, and defense of any such action or claim.

(Approved by Steering Committee 2/23/22)