

CALIFORNIA MASSAGE THERAPY COUNCIL

Terms of Use

Thank you for visiting the CAMTC website. In order to make the site useful and safe, we have established certain guidelines, below. CAMTC reserves the right to change these guidelines and disclaimers at any time, and you agree that each visit you make to the CAMTC website shall be subject to the current guidelines.

CAMTC PROVIDES THIS SITE AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR USE OF THIS WEB SITE RESULTS IN AN AGREEMENT AS FULLY DESCRIBED IN THE SECTION ENTITLED AGREEMENT. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

SITE CONTENT COPYRIGHTED

The contents of CAMTC website pages, including, but not limited to text, graphics and icons, are copyrighted materials owned or controlled by CAMTC and contain CAMTC's name, service marks, and trade names.

You may download one copy of these materials on any single computer and print a copy of the materials for your use in learning about or evaluating CAMTC services.

No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify copyrighted materials in any form from the CAMTC website. No permission is granted to you to use CAMTC icons, service marks, site address, or other means to hyperlink other Internet sites with any page in the CAMTC website, Further, CAMTC assumes no responsibility for any other party's site hyperlinked to the CAMTC website or in which any part of the CAMTC website has been hyperlinked.

WARRANTY

THIS SITE, INCLUDING ALL DATA, SOFTWARE, DOCUMENTATION, AND CONTENT CONTAINED WITHIN IT AND ALL SERVICES AVAILABLE ON IT, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CAMTC MAKES NO WARRANTY THAT THE DATA AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DATA OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY DATA OR SERVICES WILL MEET YOUR EXPECTATIONS. NEITHER CAMTC NOR ANY OF ITS EMPLOYEES, CONTRACTORS OR AGENTS ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY DATA OR INFORMATION DISCLOSED; NOR DO THEY REPRESENT THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

LIMITATION OF LIABILITY

CAMTC AND ITS EMPLOYEES, CONTRACTORS, AND AGENTS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND/OR DATA, CONTENT, OR INFORMATION CONTAINED WITHIN THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES, DATA, CONTENT, OR INFORMATION IS TO STOP USING THE SITE AND/OR THOSE SERVICES, CONTENT, DATA OR INFORMATION.

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. You specifically acknowledge that CAMTC is not liable for your defamatory, offensive, infringing or illegal materials or conduct, or that of third parties, and CAMTC reserves the right to remove such materials from the CAMTC website without liability.

Content on the CAMTC website is for informational purposes only and is not intended as legal advice nor as a substitute for legal advice from an attorney. A request from a website user for information does not create an attorney-client relationship or any privilege.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

INDEMNITY

Each User shall indemnify, hold harmless, and defend CAMTC and its officers, directors, employees, contractors, agents, and affiliates from and against all claims, demands or liability arising out of or related to such user's violation of any of the provisions of this agreement.

NON-ENDORSEMENT

Reference to any specific company, products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by CAMTC.

CURRENTNESS OF INFORMATION

The information published on this website was believed to be valid at the time of publication. CAMTC reserves the right to make changes and improvements at any time and without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, or discrepancies.

LINKS TO THIRD PARTY WEB SITES

The CAMTC website may contain links to and frames of sites which are not maintained by CAMTC. While we try to include only links to or frames of those sites which are in good taste and safe for our visitors, we are not responsible for the content of those sites and cannot guarantee that sites will not be available or change without our knowledge, and inclusion of such links and frames in

CAMTC's website does not imply CAMTC's endorsement of the linked or framed sites or their content.

CAMTC AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS HAVE NO CONTROL OVER, AND NO LIABILITY FOR, ANY THIRD PARTY WEBSITES OR MATERIALS. CAMTC MAKES NO GUARANTEES ABOUT THE ACCURACY, CURRENCY, CONTENT, OR QUALITY OF THE INFORMATION PROVIDED BY SUCH SITES, NOR DOES IT ASSUME RESPONSIBILITY FOR UNINTENDED, OBJECTIONABLE, INACCURATE, MISLEADING, OR UNLAWFUL CONTENT THAT MAY RESIDE ON THOSE SITES. YOU ACKNOWLEDGE AND AGREE THAT CAMTC MAKES NO GUARANTEES ABOUT, AND ASSUMES NO RESPONSIBILITY FOR, THE ACCURACY, CURRENCY, CONTENT, OR QUALITY OF THIRD PARTY CONTENT, AND THAT, UNLESS EXPRESSLY PROVIDED OTHERWISE, THESE TERMS OF USE SHALL GOVERN YOUR USE OF ANY AND ALL THIRD PARTY CONTENT.

THE MATERIAL IN THIRD PARTY SITES IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CAMTC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NON-INFRINGEMENT. CAMTC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS AND PRODUCTS ON THIRD PARTY SITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE THIRD PARTY SITES, INCLUDING BULLETIN BOARDS ON THOSE SITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (NOT CAMTC) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION FROM SUCH HARMFUL EFFECTS.

PRIVACY POLICY

This Privacy Policy discloses the privacy practices for CAMTC website and various related services (together referred to as the "site"). CAMTC, the provider of the site (referred to as "us" or "we"), is committed to protecting your privacy

online. Please read the information below to learn the following regarding your use of this site:

1. What information do we collect from you?
2. Where do we collect information from you and how do we use it?
3. With whom do we share your information?
4. How can you update, correct or delete your Personally Identifiable Information?
5. What are your choices regarding collection, use and distribution of your information?
6. What security precautions are in place to protect against the loss, misuse or alteration of your information?
7. Do we use "cookies"?
8. What should you know about privacy policies and data collection at any third party sites accessible from our site?
9. What else should you know about your privacy online?

You acknowledge that this Privacy Policy is part of our website Terms of Use, and by accessing or using our site, you agree to be bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use the CAMTC website.

We reserve the right to change this Privacy Policy at any time. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by the modified Policy.

1. What information do we collect from you?

In order to better provide you with our numerous services, we collect two types of information about our users: Personally Identifiable Information and Non-Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using our site.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. When you engage in certain activities on this site, such as submitting data, posting content in discussion forums or other public areas, filling out a survey, filing a complaint, or sending us feedback, we may ask you to provide certain information about yourself by filling out and submitting an online

form or application. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including zip code), e-mail address, employer, job title and department, telephone and facsimile numbers, and other personal identifying information. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

Non-Personally Identifiable Information: This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our site in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the website's Uniform Resource Locator ("URL") that you just came from, which URL you go to next, what browser and version you are using, and your Internet Protocol ("IP") address as well as your Machine ID. An URL is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the Web use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web, allowing Web servers to locate and identify your computer. Computers require IP addresses in order for users to communicate on the Internet. A Machine ID is a unique identification associated with each network access device and is how networks can differentiate between devices. Because this id never changes, CAMTC uses it in conjunction with user id and password information to better protect sensitive or confidential information collected and managed by CAMTC.

2. Where do we collect information from you and how do we use it?

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you (a) register for our services and register your e-mail address with us; (b) send e-mail messages, submit forms or transmit other information by telephone or letter. We may also collect information from you at other points on our site that state that such information is being collected.

In addition, we may also collect certain Non-Personally Identifiable Information. This information is ultimately stored in the form of categories, and, in some cases, specific URLs. We use your IP address to diagnose problems with our servers, software, to administer our site and to gather demographic information. We use your Machine ID to assist in verifying only you are accessing your information.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreements with you. We will also use Personally Identifiable Information to enhance the operation of our site, statistically analyze site use, and customize and improve our site's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Site Terms of Use and this Private Policy.

3. With whom do we share your information?

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services through contractual arrangements with affiliates, service providers, partners, and other third parties. We and our service partners use your Personally Identifiable Information to operate our sites and to deliver their services. We encourage our service partners to adopt and post privacy policies. The use of your Personally Identifiable Information by our service partners, however, is governed by the privacy policies of those service partners, and is not subject to our control.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

4. How can you update or correct your Personally Identifiable Information?

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to us. You may change any of your Personally Identifiable Information in your account online at any time by linking to your account in accordance with instructions posted elsewhere on this site. You may also access and correct your personal information and privacy preferences by writing us at:

CAMTC

*Attn: Legal Department
One Capitol Mall, Suite 800
Sacramento, CA 95814
info@camtc.org*

Please include your name, address, and/or e-mail address when you contact us.

We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on this site. In addition, it may be impossible to completely delete your information without some residual information because of backups.

5. What are your choices regarding collection, use, and distribution of your information?

We may, from time to time, send you e-mail regarding our services. In addition, if you indicated upon registration that you are interested in receiving information from us and our partners, we may occasionally send you direct mail about news and services that we feel may be of interest to you. Only CAMTC will send you these direct mailings and only if you indicated that you do not object to these mailings. If you do not want to receive such mailings, simply tell us when you give us your personal information. Or, at any time you can easily edit your account information to no longer receive such mailings.

You also have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our site may not work properly in your case.

6. What security precautions are in place to protect against the loss, misuse, or alteration of your information?

At our site you can be assured that your Personally Identifiable Information is secure, consistent with current industry standards. The importance of security for all Personally Identifiable Information associated with our user is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Access by you to your Personally Identifiable Information is available through a password and unique customer ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected CAMTC personnel and contractors have access to via password. We encrypt your Personally Identifiable Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is only accessible via password. Since this information is not accessible from outside CAMTC you will not be asked to select a password in order to view or modify such information.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information through the use of Secured Socket Layer (“SSL”) and encrypted data transmission, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

7. Do we use "cookies"?

When you use our site we will store cookies on your computer in order to facilitate and customize your use of our site. A cookie is a small data text file, which a website stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our site. The cookies make your use of the site easier, make the site run more smoothly and help us to maintain a secure site. You are

always free to decline our cookies if your browser permits, but some parts of our site may not work properly in that case.

8. What should you know about privacy policies and data collection at any third party sites accessible from our site?

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties.

9. What else should you know about your privacy online?

Our policy is that we do not knowingly collect, use or disclose Personally Identifiable Information about visitors that are under 18 years of age.

You should also be aware that when Personally Identifiable Information is voluntarily disclosed (i.e. your name, your certification number if applicable, etc.) in the Certification Verification area on this site, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Policy does not apply to such information. Any submissions to chat rooms or other public areas on this site are accepted with the understanding that they are accessible to all third parties. If you do not want your comments to be viewed by third parties, you are advised not to make any submissions. Ultimately, you are solely responsible for maintaining the secrecy of your password and/or account information. Please be careful and responsible whenever you are online.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:

CAMTC

*Attn: Legal Department
One Capitol Mall, Suite 800
Sacramento, CA 95814
info@camtc.org*

AGREEMENT

The foregoing Terms of Use, guidelines, policies, and notices constitute an agreement between CAMTC and each user with respect to the subject matter hereof and there are no representations, understandings, or agreements which are not fully expressed in this agreement. When you use the website you agree to be bound by this agreement. CAMTC may modify the terms of this agreement at any time by posting a notice of such modification on a page of the site titled "Legal Notices" and such modifications shall become effective immediately. By using the website after such modification you agree to be bound by the modifications.

This agreement is entered into in the State of California and shall be governed by and construed in all respects by the laws of the State of California without giving effect to any principles of conflicts of law. The parties agree to venue and jurisdiction of the courts in the County of Sacramento, State of California for any action, whether brought in state or federal court. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

This agreement is effective until terminated by CAMTC, at any time without notice. In the event of termination, you are no longer authorized to access the message boards, and the restrictions imposed on you with respect to material downloaded from the message boards, the disclaimers and limitations of limitations of liabilities set forth in this agreement, shall survive. Your right to use this website shall terminate immediately if you violate or disregard any of the provision of this agreement.