



Privacy Policy

Effective Date: August 23, 2013

Introduction

Resiliency LLC (hereafter referred to as “the Company,” “we,” “us” and/or “our”) has established this privacy policy as part of the Company Terms of Use (Please see below.) because we are committed to protecting your personal information. This privacy policy and the terms of use for Resiliency Membership and Resilient Community membership is posted on our Website at www.resiliency.us. This policy applies to information that we 1) collect on you from your registering or subscribing for membership, your completing surveys or polls, and your providing us with information at educational activities and tradeshow, and from other sources. 2) maintain in order to provides services to you.

Topics

1. Information that is Collected
2. The Use of Data that We Collect
3. The Disclosure of Data that We Collect
4. Receipt of Emails
5. Public Forum and Blog Comments
6. Security of Data that We Maintain
7. Third-Party Websites
8. The Use of Cookies
9. Accessing Your Information
10. Submitting a Question or Complaint
11. Notification of Privacy Policy Changes

1. Information that Is Collected

A. We collect the following information via the registration or other form on individuals who register for membership:

- Name
- Degree or Certification
- Organization Name
- Email
- Address (Organization or Home)
- Telephone Number (optional)
- Occupational Field
- Work Sector
- Position

B. PayPal

We subscribe to PayPal to provide billing services. Therefore, PayPal collects:

- Name
- Credit Card Information (Name of Credit Card, Credit Card Number, Expiration Date and Security Code)

We do not collect or maintain any credit card data about you and PayPal does not provide this data to us.

C. Via Weebly, our Website platform and host, we obtain site statistics on the number of unique visitors, number of pages viewed, the specific pages viewed, search terms and referring sites. When forms are submitted to us via Weebly, the document lists name, email, IP address in addition to the contact form comment, Ask Us form questions or survey form answers.

D. We do not use cookies, web beacons, and other tracking devices to automatically obtain data about visitors to our Website or about those who are members except that Sentry uses

E. If you use the “Forward This to a Friend” feature we ask for and collect the first name, last name and email of your friend(s) to whom you forward our email.

2. The Use of Data that We Collect

A. We use the data that we collect in order to:

- Register you as a member
- Send you a subscriber confirmation
- Make a verification of your email
- Identify you as a member for login
- Provide membership benefits to you
- Administer your account
- Reply to your questions about our consultation and training
- Respond to your customer questions and concerns
- Contact you via Email and direct mail.

B. In addition, for Resilient Community Members, we use the data in order to:

- Mail you our book as a gift
- Receive your comments on our articles that are posted on and other articles that are posted on or are linked to our blog
- Facilitate discussion via our Resilient Community Forum
- Answer your questions via our Ask Us feature
- Send RSS alerts

C. Photographs of our trainings that depict participants are displayed on our Website in order to demonstrate our trainings especially our active collaborative learning exercises.

D. We use data in the aggregate that we collect from polls and surveys for analysis in order to assess and improve our services to our members.

E. We may use surveys and polls for research purposes but this purpose will clearly be identified when the poll or survey is presented along with statement that participation is voluntary.

F. We will review Resilient Community Member blog comments, and forum topics and discussions to ascertain what is of interest and importance to our members and to determine issues of import regarding the human dimension and mental health aspects of crisis and disaster and related topics.

3. The Disclosure of Data that We Collect

We do not provide your personal information to anyone or make our member list available to others including other members except:

- 1) Our member list is maintained via Sentry.com with whom we contract to maintain security our Website. (Please see number 7, Third-Party Websites.)
- 2) Service Providers: We may disclose member information to third parties who provide services for us such as credit card processing and billing, forum hosting, managing site access for members, eMarketing and serving as platform for our Website.
- 3) We subscribe to iContact, an eMarketing company, and thus, upload our contact lists to iContact. These lists consist only of Prefix, First Name, Last Name, Email Address, Suffix (Degree or Certification), Organization, Organization Location and Position. Since Resiliency Members and Resilient Community Members via their membership agree to be on our mailing list this information as listed is uploaded and used for education, disseminating pertinent information and eMarketing.
- 4) In order to protect Resiliency LLC or others, we may also disclose information that we have received from you when we believe it is necessary to do so in order to investigate, prevent or act regarding suspected fraud, other illegal activities or potential threats to the safety of anyone or are legally requested to do so by legal authorities.

3. Receipt of Emails and Other Communications to You

A. As a member, you are on our email list and will be receiving emails from us either directly or through a contracted service. If you believe that you received our email in error or have a suspicion that we or our email service provider did not generate the email, please contact us immediately at info@resiliency.us. You may opt to cancel your membership at any time in order to no longer receive our emails. If after you cancel your membership you are mistakenly receiving emails from us via our email service provider, you should unsubscribe

by clicking “unsubscribe” at the bottom of our message sent via our email service provider. It may take up to 7 to 10 days to process “unsubscribe” requests. If you are still receiving emails from us after this time period, please contact us at info@resiliency.us

B. We do not send text messages.

C. We will only telephone you at your request.

5. Public Forum, Blog Comments and Testimonials

A. We offer a blog and host a forum. Although access to these features is restricted to Resilient Community Members and is password protected, they are still in the public domain. They are accessible to members and others to whom members provide access. Be aware that any information that you disclose by commenting on our blog or participating in our Resilient Community Forum is available to other to read, copy, use and disclose. In order to protect your identity you may use a pseudonym and avatar rather than your photograph when you sign on to make blog comments or be a forum discussant

B. We place customer testimonials on our site from our members and from our trainings. We often do so without identifying the source. We place blurbs and reviews about our book and other written work on our site and identify the source. We do not obtain permission when we post testimonials or reviews along with identifying the source. If you are identified and wish to have your identifying information removed from testimonials, please request us to do so by emailing us at info@resiliency.us.

6. Security of Data that We Maintain

We make efforts to secure your data including requiring password login. This requires the registrant to enter a valid email for a username (the industry standard), create a unique password and provide specific identifying information. We subscribe to a member access management service. We only work with third party vendors that are well established, known for their integrity and have tough privacy polices and methods of security. No system of security can provide 100% protection. Although take steps to safeguard your information, we do not warrant or guarantee the security of you data.

7. Third-Party Websites

A. We subscribe to:

- Weebly for our Website platform and hosting
- PayPal for billing and credit card processing
- Sentry.com for member access management that provides security for our site and personal data.
- iContact for connecting members via Email and for eMarketing

and use Tal.ki for our embedded forum.

The privacy policies of these 3rd parties are available at:

iContact: <http://www.icontact.com/permission-email-marketing?token=3314faa0f5fc9f52a8e6ffb4cfe58db3#privacy>

PayPal: https://cms.paypal.com/uk/cgi-bin/marketingweb?cmd=_render-content&content_ID=ua/Privacy_full&locale.x=en_GB

Sentry: http://www.sentrylogin.com/sentry/site_tou.asp

Tal.Ki: <http://tal.ki/privacy/>

Weebly: <http://www.weebly.com/privacy/>

B. We do not provide personal information about our Website visitors or members to the Websites to which we link. For example, our Seek Help page is a feature to service our members and site visitors. Via Seek Help, we conveniently provide one portal access to helplines and other pertinent resources. Our listing and linking these entities and resources does not imply any endorsement of these entities.

8. The Use of Cookies

We do not use cookies or other hidden tracking methods. However our third party vendor for member access management uses a method to recognize Resilient Community Member usernames (emails) and passwords so that these members can log in.

9. Children Under 13

Our site and Website services are not intended for children under 13. We do not knowingly collect information on children under 13. If we discover that a child under 13 has provided us with personal information, we remove it immediately from our data bank in accordance with the 1998 Children's Online Privacy Protection Act.

10. Accessing and Changing Your Information

Resilient Community Members may access their profile by clicking "Profile" on the Resilient Community Member login after they log in. Resilient Community Members may change the data in their profiles. In order to change billing and/or credit card information, Resilient Community Members must login to their PayPal account.

11. Submitting a Question or Complaint

Members may submit a complaint via info@resiliency.us

12. Notification of Privacy Policy Changes

We may amend or revise this policy from time to time. If we make any material changes, we will notify members by posting a notice of change on our Website prior to the effective date of the change. We advise you to periodically review our Website for the latest information about our privacy policy.

Terms of Use

Effective Date: August 23, 2013

Introduction

All access to and use of the Resiliency LLC (hereafter “the Company, “we” “our,” and/or “us”) Website and the services and information offered therein are governed by this Terms of Use agreement. By subscribing as a member to the Company’s Website, you agree to the following terms. This Terms of Use agreement is posted at www.resiliency.us.

Topics

1. Membership
2. Member Benefits
3. Management of Your Account
4. Subscription Renewal and Cancellation
5. Trial Terms
6. Denial of Membership
7. Payments
8. Privacy Policy
9. Posts by Members
10. Netiquette
11. Notification of Changes
12. Termination of Agreement

1. Membership

There are two types of membership – 1) Resiliency and 2) Resilient Community. There is no fee for the Resiliency membership. There are two options for the Resilient Community membership – 1) free trial and 2) an annual subscription that member can renew annually. Both memberships include your permission to being on our mailing and emailing lists and receiving mailings from us.

2. Member Benefits

A. Resiliency Members have access to our Website except for the features reserved for Resilient Community Members, are on our mailing lists and will

receive educational information via email, and might receive the benefit of promotional offers for registering as a Resiliency Member when these offers are available for this category of membership.

B. Resilient Community Members receive everything in the Resiliency Membership plus 1) a promotional gift 2) opportunity to connect and interact with experts, 3) pertinent selected articles available via link or download 4) our articles 4) opportunity to upload articles that we will be review and decide to post 5) access to networking and sharing via a community forum 6) RSS alert when articles are posted if the member activates the RSS.

3. Management of Resilient Community Member Account

- A. Profile – You can update your profile via our site login after you have logged in.
- B. Subscription - You have full control of your subscriptions inside your PayPal account.

4. Subscription Renewal and Cancellation

- A. Renewal: Resilient Community Members may renew membership at the termination of their subscriptions or thereafter. Resiliency Membership is free and perpetual.
- B. Cancellation: Go into your PayPal Account to cancel your subscription. Click the Cancel Subscription button for the Resiliency LLC subscription. We do not handle cancellation requests. You are responsible for cancelling your own subscription. LLC does not provide refunds for cancellations before the end of the term of the subscription.

5. Trial Terms

Resilient Community Members may use the services reserved for this class of membership for the specified duration of time without paying any fee. If you wish to cancel without being charged, you must cancel your account within the trial period. Any trial accounts that are not canceled before the end of the trial period will become regular one-year subscriptions and be billed accordingly. There is only one free trial allowed for any individual or organization.

6. Denial of Membership

We can deny membership to anyone without explanation.

7. Payments

All membership fees are billed and payable when the subscription commences except for any free trial, in which case, the fee is billed and payable when the trial ends without cancellation within the period of the trial, and thus, the membership continues.

8. Privacy Policy

See above.

9. Posts by Members

A. Resilient Community Members may post comments about blog articles, start forum topics, add their comments to existing forum topics, make comments that are off topic, your post news on the community forum.

B. Resilient Community Members may upload articles for consideration to be posted.

C. We prohibit any blog comments, forum topics and/or forum comments that are offensive, biased racially, ethnically or against any group, pornographic, or contain lewd or fowl language.

D. We reserve the right to prevent articles, and comments from being posted or remove posts without any explanation.

10. Netiquette

Members must observe rules of Netiquette (Internet Etiquette) when posting comments, community news, forum topics, and participating in forum discussions. This includes but is not limited to: 1. No personal attacks or "Flaming" (Flaming is a form of verbal abuse when you intentionally attack or disrespect somebody.) 2. Be accurate by researching your facts and citing sources 3. Keep it PG-13.

11. Notification of Changes

We may amend or revise these terms of use from time to time. If we make any material changes, we will notify members by posting a notice of change on our Website prior to the effective date of the change. We advise you to periodically review our Website for the latest information about our terms of use.

12. Termination of Agreement

You terminate this agreement if you cancel your membership.