



Privacy Policy

Your privacy is important to the Future Business Leaders of America, Inc. (FBLA). The FBLA Privacy Policy (Privacy Policy) is being provided to demonstrate our commitment to your privacy and to explain how FBLA collects information from users of its website and event mobile application, as well as any other website, registration, mobile application, blog, social media site, and any other digital platform or service operated or used by FBLA from time to time (Site or Sites) and from users of our publications and other products, services, and programs. In addition, this Privacy Policy outlines how FBLA uses, shares, and protects that information. FBLA understands that it is responsible for caring for and protecting the information and data it collects.

Your use of the Sites, registration, and participation in FBLA's programs and services signifies that you understand and agree to this Privacy Policy and that you acknowledge the collection, use, storage, and sharing of your information and your rights as set forth herein.

Please note that this Privacy Policy is subject to change.

See Section 4 for details on the Children's Online Privacy Protection Act (COPPA).

1. Who We Are

FBLA is a 501(c)(3) not-for-profit corporation with headquarters in Reston, Virginia.

2. What Information We Collect and How We Use Your Information

FBLA uses its best efforts to respect and protect the privacy of its visitors, FBLA members, and advisers. By using our Site, you allow FBLA to collect personally identifiable information about you that you voluntarily choose to submit (e.g., membership application, registrations, product purchases, online surveys, messages to bulletin boards, emails to FBLA, posts, etc.), provide us with permission to use, or that you or someone on your behalf has disclosed to us, including information submitted or disclosed by mail, email, telephone, fax, or electronically. We do not require you to register or provide information to us in order to view our Site. FBLA collects two types of data: (1) voluntarily submitted information; and (2) anonymous technical data. The information we may collect includes:

- Student information, including membership roster data, including name, address, age, email address, phone numbers, birthdate, gender, high school graduation year, grade level, and clothing size.
- General personal information (e.g., age and date of birth, names, home and business addresses, email addresses, Internet protocol addresses, and mobile/landline business/personal telephone numbers, gender, grade).
- If you choose to become a member, or purchase a product or service, we and/or our third-party payment processors will collect information in order to enroll/register you.
- School information (e.g., school name, address, phone number).
- Adviser name, email address, phone number, school name, grade level.

- Government-issued identification numbers (e.g., social security numbers, national identification numbers, and tax identification numbers), for example from employees, independent contractors, and funding sources.
- Other identification information (e.g., photographs and audio during public performances).
- User-submitted photographs for use as user profile images (e.g. headshots).
- If you choose to provide information in an online community, committee, or group, your information will be viewable by those within the community. FBLA is not responsible for others' use or misuse of personal information you choose to provide.
- Financial information (e.g., bank information).
- Insurance information.
- Your organization and title and whether you are a member of the press.

The other type of information that we may collect from you is non-personally identifiable information. This information includes but is not limited to anonymous data that cannot be traced to the user without the cooperation of the user's Internet Service Provider, the user's computer operating system, web browser, IP address, browsing patterns, and the domain name of the Internet Service Provider. Such non-personally identifiable information is collected by passive means, from the HTTP headers that are sent from the user when requesting a file from the server. Also, some of the web pages on the Site may contain "cookies," or other similar technologies, which allow FBLA to save their member password and settings.

FBLA uses information collected across its Site, products, and services to provide membership enrollment and administration, services, products, or information you have requested, to personalize your experience, to answer your questions/requests, to perform our obligations under any agreement between FBLA and you, and to communicate with you about your membership. FBLA may also use your information to:

- Provide service communications regarding membership, alumni information, chapter information, program registrations, customer service messages, newsletters, general information about FBLA, new offers, or about changes to the Sites.
- Contact advisers about chapters, services, and programs.
- Process online transactions, including donations.
- Process job applications.
- Conduct surveys.
- Complete or meet the needs for which the information was provided.
- Provide products, information, and services.
- Respond to your emails or online requests for products, services, or information.
- Identify you when you visit our Sites.
- Conduct internal research for analysis and development purposes.
- Provide public funding source information.
- Personalize and improve the usability of Sites, products, and services.
- Personalize content, programs, and services to you.
- Meet internal audit requirements.
- Meet legal obligations. We will disclose personally identifiable information in response to a court order, subpoena, search warrant, a request by a law enforcement agency, or as otherwise required by law.

- We may also disclose such information when we believe, within our sole discretion, it is necessary to investigate, prevent, or take action regarding an illegal activity, potential fraud, threats to the physical safety of any person, to protect the legal rights, safety, and property of FBLA and its members, violations of the terms of this Privacy Policy; to enforce our legal rights and agreements; to defend against legal claims, in connection with any safety or security concerns involving our members, advisers, or the general public; or to verify compliance with any applicable law.

3. Third-Party Data Sharing

We share information with third parties in a variety of ways, including:

- To fulfill service requests and to perform business functions (e.g., FBLA contracts with third parties to provide services on our behalf, such as hosting and data storing services through entities including GreekTrack and Blue Panda; packaging, mailing and delivering services; customer support and consulting services; and event registration services).
- To provide an online password-protected membership database, currently via GreekTrack, which is not accessible to the general public but accessible by FBLA officers, directors, employees, FBLA local and state advisers, FBLA key contacts, and FBLA's duly authorized third-party vendors (i.e., an entity contracted by FBLA to provide database software services and administration).
- With applicable school advisers.
- To the extent any donations are processed through a third-party service provider, our donor's information will only be used for purposes necessary to process the donation.
- As required by law or to protect FBLA in the good-faith belief that such action is necessary to (a) conform to legal requirements or comply with legal process served on FBLA; (b) protect and defend FBLA's rights or property; or (c) protect the personal safety of FBLA personnel or members of the public in appropriate circumstances.

Your email address will be used only by FBLA and its agents and vendors performing services or products on the FBLA's behalf. FBLA shares your email address with third parties to enable FBLA to take security measures to help protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of information. FBLA shares email addresses with third parties as necessary for FBLA to perform certain services on our behalf, such as packaging, mailing, and delivering products and processing event registrations, and to respond to your service requests.

You can manage your email preferences, including "opting out" of email, by contacting FBLA as set forth below.

We will not market, sell, trade, or rent your information without your consent. This applies to all information received by FBLA, both online and offline, as well as all donation types and methods.

4. Children's Online Privacy Protection Act (COPPA)

Consistent with COPPA and out of the abundance of caution and respect for your child's privacy, we do not collect, use, or disclose personal information of children below the age of 13 (child or children), whether or not obtained from the child, unless we obtain verifiable consent from a parent or legal guardian via a parental consent system, namely a registration form. The registration form will explain

what information we are collecting, including but not limited to your child's first and last name, street address, child's school email, child or parent's/guardian's personal email, child's cell phone number, grade, age, date of birth, how we plan to use this information, how the parent/guardian can provide consent, and how the parent/guardian can revoke consent.

At any time, the parent/guardian can refuse to permit us to collect any further information and can request that we delete the personal information we have collected. To do so and for general inquiries regarding this Privacy Policy, please contact:

Future Business Leaders of America, Inc., 12100 Sunset Hills Road, Suite 200, Reston, VA 20190 or communications@fbla.org

Teacher Consent in lieu of a Parent/Guardian: With regard to school-based activities, COPPA allows teachers and school administrators to act in the stead of parents to provide consent for the collection of personal information from children. Schools should always notify parents about these activities. For more information on parental rights with respect to a child's educational record under the Family Educational Rights and Privacy Act (FERPA), please visit the FERPA site.

Uses: After obtaining verifiable consent, FBLA will register your child in an online password-protected membership database. Other uses are set forth in Sections 2 and 3 of this Privacy Policy.

FBLA does not collect more information than needed to allow children under 13 to participate in FBLA.

Note: COPPA also covers other types of information—for example, information collected through cookies or other types of tracking mechanisms. FBLA collects persistent identifiers, but this information is not tied to individually identifiable information and is only used for internal purposes.

5. Social Media

If any user of the Site elects to post any material to any blogs, community bulletin boards, or social media that may be identified, referred to, or offered in the Site, the user shall be solely responsible for all content, messages, text, files, images, photographs, video, audio, or other materials. We do not monitor any of the postings to any blogs, community bulletin boards, or social networking sites that are identified, referred to, or offered on the Site; are not responsible for the content of any postings to any blogs, community bulletin boards, or social networking sites that are identified, referred to, or offered on the FBLA Site; and have no obligation to verify the accuracy of any such postings. We reserve the right to remove any content, message, text, file, image, photograph, video, audio, or other materials that violates any terms of use or that FBLA deems objectionable.

6. Links

The Sites may contain links to other websites, including, but not limited to, those of advertisers, companies, or other third parties with whom we are affiliated or advertise on the Sites. FBLA is not responsible for the content of any of the information that appears on or is collected by these sites. FBLA may provide links to you only as a convenience, and the inclusion of any link does not imply an endorsement by FBLA of the website. You should read the privacy policy of the third-party provider to see how your information will be treated on its site.

7. Passwords/Security

If you have been provided with a username and password to access sections of the Site, you understand and agree that your username and password is unique to you and the username and password cannot be shared with or used by anyone other than yourself. You agree that you will not provide anyone else other than yourself with access to the website and/or forums via your username and password. If you do not have a valid username and password, you are not authorized to use or access password-protected areas.

8. Cookies

Cookies are small files used to send information from our Sites to your web browser. The Sites use session cookies, which are destroyed when a user closes the Internet browser, and permanent cookies, which remain on the user's hard drive until manually deleted by clearing the cache. Permanent cookies allow users to utilize the "remember me" feature to avoid having to log in to the Site after closing the previous Internet browser session. Cookies are also used in user analytics, and the user's personal identity is not tracked. Cookie settings can be controlled in your Internet browser to reject some forms of cookies automatically. If you view the Sites without changing your cookie settings, you are indicating your consent to receive all cookies from the Sites. If you do not allow cookies, some features and functionality of the Sites may not operate as expected.

9. Transmission Errors or Unauthorized Acts

Unfortunately, no data transmission over the Internet can be guaranteed to be 100 percent secure. As a result, while we strive to protect your personal information, FBLA cannot ensure or warrant the security of any information you transmit to us or any information provided online, and you do so at your own risk. FBLA will not be liable for disclosures of your information due to errors in transmission or unauthorized acts of third parties. However, once we receive your transmission, we do our best to ensure its security on our systems by making reasonable efforts to protect the information.

10. Security

Our Sites' donation, registration, form request, and ecommerce systems use SSL encryption to protect sensitive data transmissions from your computer to our Sites. You are able to see when the SSL encryption is active by the "padlock" icon either at the top or bottom of your browser. In certain areas, password protection is used to protect your privacy and security. Any information provided to FBLA is treated with care and discretion; however, no transmission or electronic storage of information can be guaranteed to be 100 percent secure. FBLA will take a proactive approach to ensure the information is kept private and not misused. FBLA is not responsible for the conduct of any user of or visitor to the Site. We cannot guarantee that any information transmitted through the Internet, stored on the FBLA computer system, or maintained by FBLA will be absolutely safe from intrusion by others, including hackers. FBLA assumes no liability for any malfunction, delay in transmission or interruption of Internet service, or deletion, defect, error, omission, theft, or alteration of any personally identifiable information.

11. Opt-Out

Users may opt-out of communications with FBLA by sending an email to communications@fbla.org or by notifying us in writing by mailing a notice to us at Future Business Leaders of America, Inc., ATTENTION: Communications Department, 12100 Sunset Hills Road, Suite 200, , Reston, VA 20190. Members may adjust their personal privacy options to restrict what information is disclosed in the membership

directory. Members may also adjust their communication preferences. However, FBLA may continue to send members “transactional” emails and other communications related to their membership.

12. Data Retention and Destruction

FBLA retains information as long as needed to fulfill the purpose for which the information was collected, or until consent is revoked. In some jurisdictions, there are limits on how long we may retain your personal information. FBLA disposes of information by erasing electronic media so that the information cannot be read or reconstructed. If you have any questions about the retention periods for holding your personal information, please contact us.

13. Miscellaneous Legal

A. Disputes

In the event any of the Privacy Policy terms and conditions shall be held to be unenforceable, the remaining terms and conditions shall be unimpaired, and the unenforceable term or condition shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition. The Sites (excluding linked sites) are controlled by FBLA from an office within Virginia, United States of America. By accessing the Sites, you and FBLA agree that all matters relating to the Sites shall be governed by the laws of the Commonwealth of Virginia, without regard to choice of law principles. You and FBLA also agree that jurisdiction shall be in the Commonwealth of Virginia.

B. No Warranty; Limitation of Liability

The Sites and all services, materials, information, products, and tools included in or available through the Sites are provided “as is” and “as available” without warranty of any kind, express or implied. FBLA disclaims all express and implied warranties with regard to the Sites and all services, materials, information, products, and tools included in or available through the Sites, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Check your applicable laws for any restrictions or limitations regarding the exclusion of implied warranties.

FBLA makes no representations of any kind, expressed or implied: (i) regarding the safety, accuracy, or efficacy of the Sites, or the information stored on the Sites; (ii) that the Sites will operate in a manner that is uninterrupted or error-free, or (iii) regarding any other subject matter of this Agreement.

Under no circumstances, including but not limited to negligence, shall FBLA and its subsidiaries, affiliates, officers, agents, and employees be liable for any direct, indirect, special, incidental, punitive, or consequential damages of any kind, or any damages whatsoever, including, but not limited to, damages for loss of profits, goodwill, data, or other intangible losses, resulting from the use or the results of the use of the Sites, from statements or conduct of any third party using the Sites, or from failure of performance, error, mistake, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, mistakes, inaccuracies or typographical errors, acts of god/acts of nature/acts of terrorism, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the Sites, or any other matter relating to the Sites, whether for breach of contract, tortious behavior, antitrust, negligence, or under any other cause of action or theory of liability.

FBLA does not warrant that the Sites will be uninterrupted or free of technical or other inaccuracies, mistakes, or typographic or other errors, that defects will be corrected, or that the website or server that makes the website available are free of viruses or other harmful elements.

C. Liability Release

You hereby release and waive any and all claims and/or liability against the FBLA and its subsidiaries, affiliates, officers, agents, and employees arising from or in connection with your use of Sites or anything related to the Sites.

14. Changes to this Privacy Policy

FBLA may update this Privacy Policy in the future. If we make a change to this Policy, we will place the updated Privacy Policy on the Site and/or contact you using any contact information that you have provided us, and we will indicate in the Privacy Policy the date on which it was most recently updated. Any personal information that you provide to FBLA after we modify this Privacy Policy will be governed by the practices described in the updated Privacy Policy.

15. Contact Us

If you have questions, comments, requests, or concerns related to this Privacy Policy, please contact FBLA at:

Future Business Leaders of America, Inc.,

ATTN: Communications Department

12100 Sunset Hills Road, Suite 200

Reston, VA 20190

We may be reached by email at communications@fbla.org.