

## **Branded Camp Services ("BCS") Policies for Data Collection, Privacy and Storage for Campdoc**

At Branded Camp Services, we see data protection and privacy as a fundamental part of what we do. To help our customers succeed, data protection is built into our software, our culture, and our practices at every level.

We at BCS know that your privacy is important. This privacy policy ("Policy") is designed to assist you in understanding how we will collect and use the information you provide.

### **HIPPA**

The Health Insurance Portability and Accountability Act ("HIPAA") and its recent HITECH amendments are expansive laws affecting the healthcare industry. In the U.S., certain organizations, called covered entities, that create, maintain, transmit, use, and disclose an individual's protected health information (PHI) are required to meet Health Insurance Portability and Accountability Act of 1996 requirements. Branded Camp Services collects health insurance and protected health information as a part of its process. We follow established electronic data interchange standards and comply with rules and establish policies intended to protect the privacy and security of health information for all our campers and staff.

### **What HIPPA Collection Includes**

HIPPA includes any personally identifiable information regarding an individual's physical or mental health, the provision of healthcare to him or her, or payment for related services. PHI also includes any personally identifiable demographic information, including, for example, name, address, phone numbers, and social security numbers.

### **Infrastructure**

Some of the infrastructure that BCS uses to host Your Data is owned and controlled by Campdoc and the remaining portions of the infrastructure are provided by carefully selected third party service providers picked by Campdoc. The Software is not integrated with any other BCS systems and data is non-transferrable.

The Campdoc Database is accessed through web browsers. When a student registers for camp on ACTIVE, a BCS administrator sends the user's email to Campdoc, where an account is started for the user. Then an email is sent to the parent with a link to the account, then the parent will click the link and finish the health profile. BCS does not have access to user registration information and should password reset, or IT help be required, users must contact Campdoc directly for help.

Campdoc is also mobile compatible.

### **Accessibility**

Campdoc, as a part of their contract with BCS, has access to the Database under their Terms of Service.

Physical and logical access to IT systems that process Your Data is limited to those officially authorized persons with an identified need for such access. Authorized staff include but are not limited to: Executive Director, BCS designated employees, the Camp Director and Camp Nurse. BCS conducts pre-employment background checks. Upon termination of an identified user their access is cut off within 24-hours of severance. The camp director and nurse are given full access to the information entered by the parent about the child. Each person has their own log in, which is created by the program administrator, and the permissions for each log in can be customized to limit access if needed.

In Campdoc.com, users have free and immediate web access through a device to the medical records and health information they store in their account. A "Device" is any computer used to access the DocNetwork Service, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.

Each individual camp BCS administers is treated as its own entity. Camp information is not shared.

Under HIPAA, employees in particular job functions may have access to patient information without patient authorization as reasonably necessary to carry out duties relating to treatment, reimbursement, or healthcare operations, such as to communicate about health benefit plans or to recommend alternative treatments or therapies. A limited number of employees in particular job functions may have access to user information in order to operate and improve CampDoc.com. Users consent to this limited internal use when they sign up for CampDoc.com.

### **Acceptable Use**

All services provided by Branded Camp services may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any United States Federal, State or local laws is strictly prohibited. Customer agrees to indemnify and hold harmless Branded Camp Services from any claims resulting from Customer's use of the service which damages Customer or any other parties, including attorney's fees.

1. As determined by Branded Camp Services' sole discretion, the customers shall have proof that all individuals in the database have opted in or otherwise agreed to receive communications.
2. We send out auto-reminders periodically to finish their profiles and the camp directors and nurses may use the system to send out any reminders as well.
3. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

BCS uses the personally identifiable and non-personally identifiable data to respond to inquiries and/or address direct requests; contact an individual regarding their registration and upcoming camp experience; and email notifications that have been specifically requested. We may communicate with a customer through email using the customer's personal contact information on file in our systems to remind the customer of important actions, news or information about services.

Branded Camp Services will not use Campdoc in a pornographic, threatening, abusive, libelous, or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. This includes, but is not limited to:

- content that in any way exploits minors under 18 years of age
- viruses, worms, phishing, malware, or any other potentially harmful software
- marketing to any lists of associations, memberships, voters or realtors, or any other lists whose recipients did not express explicit consent to receive such marketing material
- products, services, or content that are often associated with abusive business practices or spam, such as:
  - pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video and software, escort services, dating services, or adult "swinger" promotions
  - illegal drugs, software, media, or other goods
  - manufacture, importation, possession, use and/or distribution of marijuana or any other violation of the Controlled Substances Act
  - instructions on how to assemble or otherwise make bombs, or other weaponry
  - online and direct pharmaceutical sales
  - debt collections, credit repair and debt relief offerings
  - stock picks or promotions
  - "get rich quick" and other similar offers
  - promoting pyramid schemes or network marketing (i.e. MLM) businesses
  - odds making and betting/gambling services, including but not limited online casino games, and sporting events

## **Data Collection**

In most instances, what is collected is personally identifiable information which can include but not limited to name, address, email address, phone number. Any other information we collect about an individual that by itself is not personally identifiable information but if combined with personally identifiable information could be used to personally identify a user. Downloads from Campdocs can contain all information that has been submitted, and the director, nurse and program administrator can download that information.

Parents are asked to fill out:

- Which class/course/dates and financial options selected such as super Saturdays and airport pickups and drop offs.
- Student name
- Parent name + 2nd parent name
- Address
- Birthday
- Age
- Grade
- Shirt size
- School
- Guidance counselor
- School location
- Where the family heard about the program.
- Phone numbers
- Cell numbers
- Email both parents and student
- And there is a box to add extra info if the parent volunteers
- Credit card for payment
- Signature on our waivers
- Emergency contacts
- Vaccination information
- Most recent physical examination
- Health insurance card (front and back)
- Allergies
- Medications

We believe that protecting the privacy of the very young is especially important and for that reason we will never collect or maintain information on our site from those we know are under the age of 13. No section of our Site is structured to attract anyone under 13.

### **Data Integrity and Security**

Campdoc.com provides users with a privacy policy when they sign up for our services. The policy is also posted online, along with Frequently Asked Questions, allowing users to reference it at any time.

BCS uses reasonable and diligent efforts to maintain accurate information on registered families. The organization has adopted and implemented reasonable industry standard security procedures to protect any such information collected. BCS does not divulge or sell any data collected to outside 3rd party companies or sources. Data will only be divulged to the extent that it may be required by the law and/or meant to comply with an ongoing investigation.

### **Data Retention**

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, you may delete your account. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will remove your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. The actual deletion of a Campdoc account created for attending camp must be initiated by the user and cannot be done by BCS staff.

BCS Camp Directors and Nurses do print out hardcopies of the forms for the duration of a camper's stay. Individual files are stored in sealed envelopes and kept by the Camp Director and/or Nurse only. The medical files are used only in emergencies, such as but not limited to ER visits and walk-in clinics, to provide information to the medical professional and access insurance information for billing.

The forms are only kept until the end of camp, then the records are no longer accessible by the program administrator, director, or nurse. Parents can access the information for up to one year after, so that if they decide to come back to camp, they will only have to update the information. Hard copies are destroyed immediately when camp ends.

### **Change of Terms and Conditions**

Branded Camp Services reserves the right to change the terms and conditions of this Policy, as needed. Use of Campdoc software and/or services by Customer after said changes constitutes Customer's acceptance of the new Policy.

BCS will inform Customer when significant changes are made to any policies under the Branded Camp Services' Terms of Service by means of the Customer's e-mail, currently on file.

Revised, November 2017

## **Branded Camp Services ("BCS") Policies for Data Collection, Privacy and Storage for Active**

At Branded Camp Services, we see data protection and privacy as a fundamental part of what we do. To help our customers succeed, data protection is built into our software, our culture, and our practices at every level. We at BCS know that your privacy is important. This privacy policy ("Policy") is designed to assist you in understanding how we will collect and use the information you provide.

### **Infrastructure**

Some of the infrastructure that BCS uses to host Your Data is owned and controlled by Active and the remaining portions of the infrastructure are provided by carefully selected third party service providers picked by Active. The Software is not integrated with any other BCS systems and data is non-transferrable.

The Active Database is accessed through web browsers that can be through any "Device". A user receives a link to create a unique profile on the Active website.

### **Accessibility**

Active as a part of their contract with BCS, has access to the Database under their Terms of Service. Active is a website that registers individuals for multiple types of Events across many organizations. Your login credentials will only gain you access to Events held by BCS, with whom you originally registered. BCS does not have access to any additional log-ins the Customer may hold.

Physical and logical access to IT systems that process Your Data is limited to those officially authorized persons with an identified need for such access. Authorized staff include but are not limited to: Executive Director, BCS designated employees, the Camp Director and associated Camp Staff. BCS conducts pre-employment background checks to help ensure employee reliability. Upon termination of an identified user their access is cut off within 24-hours of severance.

BCS has individual log in credentials for each staff member associated with accessing the account information for security and tracking purposes.

### **Acceptable Use**

All services provided by Branded Camp services may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any United States Federal, State or local laws is strictly prohibited. Customer agrees to indemnify and hold harmless Branded Camp Services from any claims resulting from Customer's use of the service which damages Customer or any other parties, including attorney's fees.

1. As determined by Branded Camp Services' sole discretion, the customers shall have proof that all individuals in the database have opted in or otherwise agreed to receive communications.
2. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

BCS uses the personally identifiable and non-personally identifiable data to respond to inquiries and/or address direct requests; contact an individual regarding their registration and upcoming camp experience; for marketing and advertising purposes; and email notifications that have been specifically requested. We may communicate with a customer through email using the customer's personal contact information on file in our systems to remind the customer of important actions, news or information about services.

Branded Camp Services will not use Active in a pornographic, threatening, abusive, libelous or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. This includes, but is not limited to:

- content that in any way exploits minors under 18 years of age
- viruses, worms, phishing, malware, or any other potentially harmful software
- marketing to any lists of associations, memberships, voters or realtors, or any other lists whose recipients did not express explicit consent to receive such marketing material
- products, services, or content that are often associated with abusive business practices or spam, such as:
  - pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video and software, escort services, dating services, or adult "swinger" promotions
  - illegal drugs, software, media, or other goods
  - manufacture, importation, possession, use and/or distribution of marijuana or any other violation of the Controlled Substances Act
  - instructions on how to assemble or otherwise make bombs, or other weaponry
  - online and direct pharmaceutical sales
  - debt collections, credit repair and debt relief offerings
  - stock picks or promotions
  - "get rich quick" and other similar offers
  - promoting pyramid schemes or network marketing (i.e. MLM) businesses
  - odds making and betting/gambling services, including but not limited online casino games, and sporting events

We also may disclose the information we collect from you where we believe it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or violations of our Terms of Use or this Policy.

### **Data Collection**

The information we collect from you allows you to log into our Sites, use our Services and Applications, and register for and/or set up registration for you or our events, transactions, sales, reservations, donations, and/or activities (collectively, "Events"). Individuals and agents of individuals may provide Active information directly or indirectly by registering for an Event or by otherwise

using our Services (these individuals are referred to as "Consumers"). For example, you may enter your information to register for an Event, or someone on behalf of the participant may register them for the Event. In addition, BCS collects personally identifiable information which can include but is not limited to name, address, email address, phone number. Any other information we collect about an individual that by itself is not personally identifiable information but if combined with personally identifiable information could be used to personally identify a user.

In the case of Branded Camp Services, and our policy of not protecting minors and having access to a variety of Data, most often an individual over the age of 18 (parent, guardian or other) will register on behalf of the camper. Branded Camp Services will not be held liable for the registering or account creation on behalf of a minor that may in some way be fraudulent or inaccurate.

To participate in a Branded Camp Services, run event, an account must be created. When you create an account with us or register for an Event, we may ask you to provide the following:

- Your first and last name;
- Your email address and your desired password;
- Your display name (this is the name other people will see when you post items to one of our Sites or engage in other similar activities on our site);
- Your date of birth;
- Your subscription preferences (whether and what types of information you would like us to send you)
- Other profile data, such as contact information, occupation, gender and photo;

In addition, there will be Event specific questions where you will need to provide the following:

- Which class/course/dates and financial options selected such as super Saturday and airport pickups and drop offs.
- Student name
- Parent name + 2nd parent name
- Address
- Birthday
- Age
- Grade
- Shirt size
- School
- Guidance counselor
- School location
- Where the family heard about the program.
- Phone numbers
- Cell numbers

- Email both parents and student
- And there is a box to add extra info if the parent volunteers
- Credit card for payment
- Signature on our waivers

We believe that protecting the privacy of the very young is especially important and for that reason we will never collect or maintain information on our site from those we know are under the age of 13. No section of our Site is structured to attract anyone under 13.

### **Financial Privacy and Policies**

As an organization that uses e-commerce business, we deliver the highest level of trust and security. As a customer, you can be certain that the information you provide us with during the registration process stays private.

ACTIVE is one of the few registration providers that maintains a separate account for all customer funds, ensuring all funds are intact, stored safely and securely, and can be delivered to customers at any time. Our formalized accounting and financial policies ensure a consistent, dependable process and this process is also regularly audited by one of the top four largest international public accounting firms

All registrations require a deposit, and that requires a credit card. All credit card information is saved and the final payment will be charged on June 1<sup>st</sup> of the camp year if the payment isn't taken care of before then. This information is saved in the Active account. Active holds customer information for a period of three years, subject to change per their terms.

Our investment in state-of-the art infrastructure and reliable technology ensures transactions are processed securely and efficiently. All data and payment information collected are stored in a secure operating environment that is not available to the public.

### **Data Integrity and Security**

Active provides users with a privacy policy when they sign up for our services. The policy is also posted online, along with Frequently Asked Questions, allowing users to reference it at any time.

BCS uses reasonable and diligent efforts to maintain accurate information on registered families. The organization has adopted and implemented reasonable industry standard security procedures to protect any such information collected. BCS does not divulge or sell any data collected to outside 3rd party companies or sources. Data will only be divulged to the extent that it may be required by the law and/or meant to comply with an ongoing investigation.

Active Network, LLC complies with the U.S. – Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of personal data from Switzerland. Active Network, LLC has certified

that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement.

### **Data Retention**

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, you may delete your account. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will remove your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. The actual deletion of an Active account created for attending camp must be initiated by the user and cannot be done by BCS staff.

### **Change of Terms and Conditions**

Branded Camp Services reserves the right to change the terms and conditions of this Policy, as needed. Use of Acive software and/or services by Customer after said changes constitutes Customer's acceptance of the new Policy.

BCS will inform Customer when significant changes are made to any policies under the Branded Camp Services' Terms of Service by means of the Customer's e-mail, currently on file.

Revised, November 2017

## **Branded Camp Services ("BCS") Policies for Data Collection, Privacy and Storage for Infusionsoft**

At Branded Camp Services, we see data protection and privacy as a fundamental part of what we do. To help our customers succeed, data protection is built into our software, our culture, and our practices at every level.

We at BCS know that your privacy is important. This privacy policy ("Policy") is designed to assist you in understanding how we will collect and use the information you provide when you use (i) our publicly available websites (the "Sites") or make direct contact (phone, email, letter, in-person) to request information.

### **Accessibility and Infrastructure**

Some of the infrastructure that BCS uses to host Your Data is owned and controlled by Infusionsoft and the remaining portions of the infrastructure are provided by carefully selected third party service providers picked by Infusionsoft.

The Infusionsoft Database is accessed through web browsers. Data is not accessed via mobile devices. There are three unique registered users from Branded Camp Services that can access the Infusionsoft Software and Database. Physical and logical access to IT systems that process Your Data is limited to those officially authorized persons with an identified need for such access. BCS conducts pre-employment background checks to help ensure employee reliability. Upon termination of an identified user their access is cut off within 24-hours of severance.

Infusionsoft, as a part of their contract with BCS, has access to the Database under their Terms of Service.

Information collected through customers is not downloaded by BCS or any its employees for use other than E-Blast communications. Downloadable data includes, but is not limited to, name, email address, and emails sent through the system.

### **Acceptable Use**

All services provided by Branded Camp services may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any United States Federal, State or local laws is strictly prohibited. Customer agrees to indemnify and hold harmless Branded Camp Services from any claims resulting from Customer's use of the service which damages Customer or any other parties, including attorney's fees.

3. As determined by Branded Camp Services' sole discretion, the customers shall have proof that all individuals in the database have opted in or otherwise agreed to receive communications.
4. All lists used in conjunction with the services provided by Infusionsoft are required to be 100% solicited (opt-in) lists. The practice of bartering,

purchasing or renting lists of names and sending e-mails to those people is strictly prohibited.

5. All e-mail messages sent using Infusionsoft's services contain Infusionsoft-provided opt-out link, including a valid physical address of the sender and must contain a clear subject line that does not mislead the recipient as to the contents of the e-mail.

BCS uses the personally identifiable and non-personally identifiable data to respond to inquiries and/or address direct requests; contact an individual regarding their registration and upcoming camp experience; email notifications that have been specifically requested; and email marketing communications relating to the business, which we think may be of interest. Information may also be used for internal BCS purposes of assessing the effectiveness of marketing and emails.

We may communicate with a customer through email using the customer's personal contact information on file in our systems to inform the customer of new products, important industry news or information about services.

Branded Camp Services will not use Infusionsoft in a pornographic, threatening, abusive, libelous or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. This includes, but is not limited to:

- content that in any way exploits minors under 18 years of age
- viruses, worms, phishing, malware, or any other potentially harmful software
- marketing to any lists of associations, memberships, voters or realtors, or any other lists whose recipients did not express explicit consent to receive such marketing material
- products, services, or content that are often associated with abusive business practices or spam, such as:
  - pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video and software, escort services, dating services, or adult "swinger" promotions
  - illegal drugs, software, media, or other goods
  - manufacture, importation, possession, use and/or distribution of marijuana or any other violation of the Controlled Substances Act
  - instructions on how to assemble or otherwise make bombs, or other weaponry
  - online and direct pharmaceutical sales
  - debt collections, credit repair and debt relief offerings
  - stock picks or promotions
  - "get rich quick" and other similar offers
  - promoting pyramid schemes or network marketing (i.e. MLM) businesses
  - odds making and betting/gambling services, including but not limited to online casino games, and sporting events

### **Data Collection**

Date is collected through both the user initiated process of a web form and BCS user inputting data from registration information or a prospective individual calling or emailing requesting more information. In most instances, what is collected is personally identifiable information which can included but not limited to name, address, email address, phone number. Any other information we collect about an individual that by itself is not personally identifiable information but if combined with personally identifiable information could be used to personally identify a user.

We believe that protecting the privacy of the very young is especially important and for that reason we will never collect or maintain information on our site from those we know are under the age of 13. No section of our Site is structured to attract anyone under 13.

### **Third Party Sites**

Our Sites may contain links to third-party websites. Please note that the privacy and other policies of any such third-party website may differ materially from this Policy. We strongly recommend that customers review the privacy policies of any such third party prior to submitting personally identifiable information.

### **Data Integrity and Security**

BCS uses reasonable and diligent efforts to maintain accurate information on prospective and registered families. The organization has adopted and implemented reasonable industry standard security procedures to protect any such information collected. BCS does not divulge or sell any data collected to outside 3rd party companies or sources. Data will only be divulged to the extent that it may be required by the law and/or meant to comply with an ongoing investigation.

Branded Camp Services complies with the U.S.-E.U. Safe Harbor Framework and U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce through its contract with Infusionsoft.

### **Change of Terms and Conditions**

Branded Camp Services reserves the right to change the terms and conditions of this Policy, as needed. Use of Infusionsoft's software and/or services by Customer after said changes constitutes Customer's acceptance of the new Policy.

BCS will inform Customer when significant changes are made to any policies under the Branded Camp Services' Terms of Service by means of the Customer's e-mail, currently on file.

Revised, November 2017