

# LaborWeb Privacy Policy & Terms of Service

## LABORWEB PRIVACY POLICY

The Communications Workers of America has created this privacy notice to explain how information is used that you may provide while visiting the LaborWeb site ("Website") and to demonstrate our firm commitment to Internet privacy. By using or accessing the Website, you are accepting the practices described in this Privacy Policy. This Privacy Policy applies only to information collected online through the Website and does not describe the ways in which we may collect or use information obtained offline or through any means other than our Website.

### HOW AND WHEN WE COLLECT INFORMATION

**Activity That Does Not Require Registration.** You can view content on the Website without registering or providing any personal information. When you visit in this manner, we automatically obtain information from you about the name of your Internet service provider, the browser and type of computer you are using and the website that referred you to us. In addition, we use a "session" cookie to identify you while you are on the Website, if cookies are enabled on your computer. This session cookie terminates once you finish using the Website and close your browser.

**Mailing list.** You may provide us with your e-mail address if you wish only to join our mailing list.

**Activity Requiring Registration.** Certain activities on the Website—for example, posting comments or participating in an advocacy campaign or survey—require you to register. To become a registered user, we ask you to provide your name, ZIP code and e-mail address. If you decide to register, we use a "persistent" cookie that stores certain information to make it easier for you to log in when you come back to the Website. However, none of your personal information is stored in that cookie. You may also be asked to provide certain additional information to participate in other activities that we may undertake through the Website. For example, if you sign up to receive information by mail, we will ask for your street address. You may update or correct your personal account information and e-mail preferences at any time by visiting your account profile page.

**Usage Information.** For the purpose of improving the user experience for visitors to our Website, we may track information about usage of the Website—such as when the site is visited, areas of the site that are clicked on and/or participated in, tags that are searched for, and subscribers to the RSS feed. If a member is logged in, we may associate that information with a user account. A persistent cookie may be used to track this information. We may use pixel tags and/or trackable links in HTML-based e-mails sent to our users to track open and click-through analysis data to enable us to better serve our readers.

**Comments Posted to Site.** Any personal information or content that you voluntarily disclose online becomes publicly available and can be collected and used by others. Your user name (not your e-mail address) is displayed to other users when you post comments. When posting comments, you should exercise caution not to provide any personally identifying information or other information that you would not want seen by others. Use of the community functions on the Website is at your own risk.

**Tell A Friend Information.** If you choose to use our invitation service to tell a friend about our site, we will ask you for information needed to send the invitation, such as your friend's e-mail address. We will automatically send your friend a single e-mail inviting him or her to visit the site.

**Polls and Surveys.** From time to time, we may conduct polls and surveys. Information collected through our polls, surveys and questionnaires is used in the aggregate, unless we contact you to request permission to use your individual responses for a particular purpose.

**Financial Information and Payments.** We use a secure server for processing payments and financial information. AFL-CIO staff log in to the secure site, retrieve the information and process it using our in-house credit card processing equipment. The Communications Workers of America does not retain, share, store or use personally identifiable information for any secondary purposes.

If you choose to make an online donation, you will have to provide your credit card billing information. As this information is collected and transferred over the Internet to our secure server, it is encrypted using Secure Socket Layer (SSL) technology, the security technology that is designed to protect sensitive information. Our donation pages display the Verisign Secure Site Seal to assure you that our Website is authentic and that all transactions are secured by SSL encryption. If you are making a donation, the credit card information that you provide at the time of donation is used only to process your donation and will not be used for any other purposes.

We do not knowingly collect any information from children under the age of 13. We encourage you to talk to your children about safe and responsible use of their personal information while using the Internet. If you have any reservations, questions or concerns about your child's access to this site or how information that your child provides is used by us, please contact us.

### **Uses of Personal Information**

- The personal information that we collect on the Website helps us, our state and local affiliates and Communications Workers of America-related organizations to efficiently and effectively represent union members, to pursue our advocacy agenda and to provide valuable member benefits.
- In order to advance these goals and activities, we may share the personal information that we collect about you with our state and local affiliates and other Communications Workers of America-related organizations, as well as third parties that perform services on our behalf and have signed a non-disclosure agreement. Additionally, subject to applicable law, we may share any of the personal information that we collect about you with certain third parties that share our interests.
- We will use your e-mail address to communicate with you about our activities and offerings, unless you opt out from receiving such messages. We will also use your e-mail address for administrative purposes, such as notifying you of major Website changes, sending messages related to actions you have taken on the site or for customer service purposes. Although we hope you'll find these communications informative and useful, you may opt out of receiving future information via e-mail by using the "unsubscribe" procedures specified on the e-mail message or by sending an e-mail with the name of the list of which you are a member to: [laborweb@aflcio.org](mailto:laborweb@aflcio.org).
- When you send e-mail or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.
- We use both your personally identifying information and certain non-personally identifying information (such as anonymous usage data, IP addresses, browser type, clickstream data, etc.) to

improve the quality of your user experience and the design of the Website, and to create new features, functionality and services by storing, tracking and analyzing user behavior, preferences, trends and actions.

- If your personal information changes (such as your ZIP code), or if you wish to have your information removed from our database, please use the subscription management page, accessible from a link in every e-mail that you receive from the Working Families Network. List members can manage their profile or remove themselves from the list. You can also contact us, and we will endeavor to provide a way to correct, update or remove that personal data provided to us.

## **Other Disclosures**

We may be required to disclose user information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. If we receive a subpoena requesting information about you and if you have provided us with your e-mail address, we will attempt to notify you of the subpoena at the e-mail address that you have provided. Additionally, we may share account or other information when we believe it is necessary to comply with the law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Website or using our name, to prevent bodily harm, to enforce our User Agreement or to protect the rights, property or safety of visitors to our site, our members, the public or our union. In the unlikely event that we merge with another entity, information on our visitors would be among the transferred assets.

## **Information Security and Data Integrity**

We take security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These measures include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer. If you send us an e-mail, you should know that e-mail is not necessarily secure against interception. So, if your communication includes sensitive information like your bank account, charge card or Social Security number, and you prefer not to use one of our secure online complaint forms, contact us by mail or telephone rather than by e-mail.

## **More Information**

Our Website may also permit you to access non-LaborWeb sites. It is important to remember that, if you link to a non-LaborWeb site from our Website, that party's privacy policy and its user agreement apply to you. We encourage you to learn about each third party's privacy policy before giving personal information to them.

We reserve the right to change this Privacy Policy at any time. We will post any changes to this Privacy Policy on this page, so we encourage you to check this page regularly. Your continued use of this Website following any changes to this Privacy Policy will constitute your acceptance of such changes.

## **Contact Us**

If you experience technical problems with the operation of this Website, contact us by e-mail at:  
laborweb@aflcio.org

By mail at:  
AFL-CIO Web Team  
815 16th St., N.W.  
Washington, DC 20006

Or by phone at:  
202-637-5000

Effective Date: March 10, 2008

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## **Terms of Service**

Welcome to the LaborWeb Website. Please carefully review our Terms of Service before you begin using the site. Thank you.

### **A. Your Acceptance**

By using and/or visiting this Website (the "AFL-CIO Website," or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) AFL-CIO's Privacy Policy, incorporated here by reference, and (3) AFL-CIO's Community Guidelines, also incorporated here by reference. If you do not agree to any of these terms, the Privacy Policy, or Community Guidelines, you are not authorized to use the AFL-CIO Website.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version. AFL-CIO may, in its sole discretion, modify these Terms of Service at any time. By continuing to use this website following our posting of such changes, you agree to be bound by these Terms of Service, as modified.

Through our sites, AFL-CIO provides users with access to a rich array of educational resources, including personalized content. We hope you find our sites useful. We reserve the right to modify, suspend or discontinue the Website or any related sites, or any part of them, at any time, for any reason without prior notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.

Your registration information, as well as other personally identifiable information that you provide us about yourself on our sites, is subject to our Privacy Statement. [Click here to read our Privacy Statement.](#)

### **B. General Use of the Website—Permissions and Restrictions**

AFL-CIO hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

1. You do not collect any personally identifiable information of others, including user names or e-mail addresses, from the Website.
2. You do not use the Website for any commercial purposes without the prior written authorization of AFL-CIO. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Comments.
3. You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the AFL-CIO servers in a given period of time than a human can reasonably produce in the same period by using a conventional online Web browser. Notwithstanding the foregoing, AFL-CIO grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. AFL-CIO reserves the right to revoke these exceptions either generally or in specific cases.
4. You do not transmit or otherwise make available any content containing any "virus," "worm," "trojan horse" or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
5. You do not alter or modify any part of the Website.
6. You do not circumvent, disable or otherwise interfere with security-related features of the Website or our sites or servers (or networks connected to our Website).
7. You do not harass, threaten, embarrass or cause distress, unwanted attention or discomfort to a person or entity on or through the Website or its communication systems.
8. You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful or racially, ethnically or otherwise objectionable, as solely determined by AFL-CIO.
9. AFL-CIO reserves the right to change or discontinue any aspect of the Website at any time, for any reason, and without notice to you.
10. AFL-CIO reserves the right to suspend or terminate a user's access to the Website, without prior notice and at AFL-CIO's sole discretion.
11. This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the Website.

### **C. AFL-CIO Registered User Accounts**

In order to access some features of the Website, such as, for example, interactive blogs, you have to become a Registered User, which will also create a user account. As a Registered User, you agree to be bound by the following terms:

1. When creating or modifying your account, you must provide accurate, current and complete information. We reserve the right to disallow use of any user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the Website through any username/password assigned to you. You must notify the AFL-CIO immediately of any breach of security or unauthorized use of your account. You may never use another's account without permission.
2. As a Registered User, you may submit comments on various AFL-CIO blogs or other material (collectively, "User Content") to the Website. AFL-CIO reserves the right, but does not assume the obligation, to delete, move, condense or edit such User Content for any reason and without prior notice. AFL-CIO also reserves the right to suspend or terminate a Registered User's access for posting User Content.

3. You are solely responsible for your own User Content and the consequences of posting or publishing it. You affirm, represent and/or warrant that: you own, or have the necessary licenses, rights, consents and permissions to use and authorize AFL-CIO to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to all User Content you submit to enable inclusion and use of such User Content in the manner contemplated by the Website and these Terms of Service.
4. You retain all of your ownership rights in your User Content. However, by submitting User Content to AFL-CIO, you hereby grant AFL-CIO a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual and transferable license to use, reproduce, store, distribute, prepare derivative works of and display your User Content (and your user name) in any medium in connection with the activities and operations of AFL-CIO, its affiliated entities and successors. You also hereby grant each user of the AFL-CIO Website a non-exclusive license to access your User Content through the Website, and to use, reproduce and distribute such User Content for such user's personal, non-commercial purposes. You understand and agree that AFL-CIO may retain, reproduce, distribute and otherwise use for any purpose copies of User Content that has been removed from the Website. The above licenses granted by you are perpetual and irrevocable.
5. AFL-CIO does not endorse, authorize or ratify any User Content, or any opinion, recommendation or advice expressed therein, and AFL-CIO expressly disclaims all liability in connection with User Content. AFL-CIO does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and AFL-CIO reserves the right, but does not assume the obligation, to remove any content from the Website if notified that such content infringes on another's intellectual property rights.

#### **D. Your Use of Content on the Site**

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the AFL-CIO Website.

1. The content on the Website (other than your User Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "AFL-CIO Content") is owned by or licensed by AFL-CIO. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by AFL-CIO ("AFL-CIO Marks"). Except as otherwise provided in these Terms of Service, the AFL-CIO Content and the AFL-CIO Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without the prior written consent of AFL-CIO. AFL-CIO reserves all rights not expressly granted in and to the AFL-CIO Content and the AFL-CIO Marks.
2. The Website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the Website; and you may forward Website materials to others for personal, non-commercial uses that are reasonably related to the Website's purposes.
3. You understand that when using the AFL-CIO Website, you will be exposed to AFL-CIO Content, User Content and other third-party content from a variety of sources, and that AFL-CIO makes no warranty about the accuracy, usefulness, safety or intellectual property rights of or relating to such AFL-CIO Content, User Content or other third-party content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against AFL-CIO with respect thereto.

4. The Website may contain links to third-party websites that are not owned or controlled by AFL-CIO. AFL-CIO has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

## **E. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any AFL-CIO Content or User Comment infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing AFL-CIO’s Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit AFL-CIO to locate the material;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

AFL-CIO’s designated Copyright Agent to receive notifications of claimed infringement is: **[contact information here]**. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with AFL-CIO.

## **F. Warranty Disclaimer**

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE AFL-CIO WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AFL-CIO, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “AFL-CIO PARTIES”), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE AFL-CIO PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE AFL-CIO PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS. THE AFL-CIO PARTIES DO NOT WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE AFL-CIO WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

#### **G. Limitation of Liability**

IN NO EVENT SHALL THE AFL-CIO PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE AFL-CIO WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFL-CIO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE AFL-CIO PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE AFL-CIO PARTIES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF AND ACCESS TO THE AFL-CIO WEBSITE OR YOUR VIOLATION OF ANY OF THESE TERMS OF SERVICE. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE AFL-CIO WEBSITE.

#### **H. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the AFL-CIO Website is not intended for children under 13.

#### **I. Miscellaneous**

These Terms of Service shall be governed by the internal substantive laws of Washington, D.C., without respect to its conflict of laws principles. Any claim or dispute between you and AFL-CIO that arises in

whole or in part from the AFL-CIO Website shall be decided exclusively by a court of competent jurisdiction located in Washington, D.C. These Terms of Service, together with the Privacy Policy and any other legal notices published by AFL-CIO on the Website, shall constitute the entire agreement between you and AFL-CIO concerning the AFL-CIO Website and supersedes prior agreements, if any, between you and AFL-CIO relating to any matter dealt with in the Terms of Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and AFL-CIO's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by AFL-CIO without restriction. This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of this Agreement.

You and AFL-CIO agree that any cause of action arising out of or related to the AFL-CIO Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These terms of use are made effective as of March 9, 2008.