

## **Privacy Policy for igcofmaine.com**

At Independent Garden Centers of Maine (IGC of Maine), accessible from igcofmaine.com, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by igcofmaine.com and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us through email at sb@blackbirdwebdesign.com

### **GDPR Information**

Contacting Us: you can contact us at sb@blackbirdwebdesign.com

What information we collect from users: cookie information about your visit and your email if you complete any optin forms on our site.

When we collect information from users: when you visit our website or sign up via an optin form.

Protection of that information: all information is securely stored and only accessible to relevant staff members in the execution of their tasks.

What we do with that information: we use cookies to enhance your visit, remember if you are logged in and to collect visit analytics.

Data Protection Officer: Susan Brown

### **General Data Protection Regulation (GDPR)**

We are a Data Controller of your information.

Independent Garden Centers of Maine's legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Information we collect and the specific context in which we collect the information:

- IGC of Maine needs to perform a contract with you
- You have given IGC of Maine permission to do so
- Processing your personal information is in IGC of Maine's legitimate interests
- IGC of Maine needs to comply with the law

IGC of Maine will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. If you wish to be informed what Personal Information we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights:

- The right to access, update or to delete the information we have on you.

- The right of rectification.
- The right to object.
- The right of restriction.
- The right to data portability
- The right to withdraw consent

### **Log Files**

IGCofMaine.com follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

### **Cookies and Web Beacons**

Like any other website, igcofmaine.com uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

### **Privacy Policies**

You may consult this list to find the Privacy Policy for each of the advertising partners of igcofmaine.com.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on igcofmaine.com, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that igcofmaine.com has no access to or control over these cookies that are used by third-party advertisers.

### **Third Party Privacy Policies**

IGC of Maine's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options. You may find a complete list of these Privacy Policies and their links here: [Privacy Policy Links](#).

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites. [What Are Cookies?](#)

### **Children's Information**

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

IGCofMaine.com does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

### **Online Privacy Policy Only**

This privacy policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in IGCofMaine.com. This policy is not applicable to any information collected offline or via channels other than this website.

### **Consent**

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

### **Terms and Conditions for IGC of Maine**

#### **Introduction**

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, IGCofMaine accessible at IGCofMaine.com. These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

Minors or people below 18 years old are not allowed to use this Website.

## **Intellectual Property Rights**

Other than the content you own, under these Terms, Independent Garden Centers of Maine and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

## **Restrictions**

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you and IGC of Maine may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

## **Your Content**

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant IGC of Maine a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. IGC of Maine reserves the right to remove any of Your Content from this Website at any time without notice.

## **No warranties**

This Website is provided "as is," with all faults, and IGC of Maine expresses no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

### **Limitation of liability**

In no event shall IGC of Maine, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. IGC of Maine, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

### **Indemnification**

You hereby indemnify to the fullest extent IGC of Maine from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

### **Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

### **Variation of Terms**

IGC of Maine is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

### **Assignment**

The IGC of Maine is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

### **Entire Agreement**

These Terms constitute the entire agreement between IGC of Maine and you in relation to your use of this Website, and supersede all prior agreements and understandings.

### **Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of Maine, and you submit to the non-exclusive jurisdiction of the state and federal courts located there for the resolution of any disputes.