

American Vacuum Society

Privacy Policy

Effective February 17, 2022

The American Vacuum Society (“AVS”, “our”, “us”, or “we”) is committed to protecting your privacy. This privacy policy (“Privacy Policy” as updated from time to time) describes how AVS collects, uses, shares, and retains your Personal Information when you use and interact with our Website and Services and applies to all persons who use our Website and Services (“Users”, “you”, our “your”). Our Privacy Policy governs your access to and use of all AVS operated and controlled websites and mobile app, including <http://www.avs.org> (collectively, the “Website”), all other online services provided by AVS (collectively, the “Services”).

If you have questions about AVS’s Privacy Policy or practices, or if you need to contact us about the information we collect about you, our contact information is at the end of this Privacy Policy.

Applicability & Eligibility

Applicability

This Privacy Policy applies only to the Services, and AVS’s collection, use, disclosure, retention, and protection of your Personal Information (as defined herein). It does not apply to third party websites, applications, or services.

Before accessing, using, or interacting with the Website or Services you should carefully review the terms and conditions of this Privacy Policy.

Eligibility to Use the Services

The Services are not directed to children under the age of 18. You may not use the Services if you are under the age of 18. We do not knowingly collect, solicit or maintain Personal Information from anyone under the age of xxx or knowingly allow such persons to register for our Services. If you are under 18, please do not send any Personal Information about yourself (such as your name, address, telephone number, or email address) to us. In the event that we learn that we have collected Personal Information from a child under age 18 without verification of parental consent, we will use commercially reasonable efforts to delete that information from our database. Please contact us if you have any concerns.

Information Collection & Use

This Privacy Policy covers our treatment of personally identifiable information. “Personal Information” means any unencrypted or non-deidentified information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with a particular person such as, but not limited to, your name, mailing address, email address, telephone number, etc. Please see additional information below on the particular information we may collect. If you are a citizen or resident of the European Economic Area (“EEA”), United Kingdom, or Switzerland, the definition of personal information is defined under the General Data Protection Regulation (“GDPR”) and you have certain rights; therefore, please see the section below entitled “GDPR”.

Personal Information does not include your Personal Information that has been deidentified, pseudonymized, anonymized, aggregated, and/or otherwise processed so as to be unidentifiable in such a way that the data can no longer be attributed to a specific individual (by reasonable means) without the use of additional information, and where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual such that one could not, using reasonable efforts, link such information back to a specific individual (collectively, all of the foregoing in this sentence being referred to as “De-Identified Personal Information”).

AVS collects Personal Information about you and your use of the Website and the Services through various means, including when you provide information to us such as when you browse our Website or join, sign up for a membership, donate, register for events, courses, and webinars, and when we automatically collect Personal Information about you when you access, use, or interact with the Services. We use this Personal Information for a variety of different reasons, including to improve the Website and Services and to tailor the Services to you, as further described below.

The types of Personal Information AVS will collect about you include the following:

- first and last name
- user name (which may include first and last name)
- email address
- postal address

- unique personal identifier, e.g.: customer/account name or number, phone number, mobile device identifier
- birth date, national origin, country of residence
- racial or ethnic origin, color, sex, gender identity and expression
- Employer, employment history, information from professional references
- email address that identifies you (e.g., jane.r.smith@website.com versus jrs@website.com)

Information You Provide to Us:

AVS Membership & Event Information: AVS collects certain Personal Information from you when you join the AVS or register for AVS events. AVS uses this Personal Information to provide your membership, register you for events, provide information about memberships and events, and administer your registrations with AVS.

AVS Account Information: AVS will require you to register for an account (an “AVS Account”) in order to use certain Services, such as AVS Members, publications, conference registration, housing, mobile app, and abstract submission. We do not require you to register to use all of our Services. However, if you do register for Services offering an AVS Account, you will gain access to those areas and features of the Services that require registration. AVS will collect certain Personal Information about you in connection with your registration for your AVS Account, which will include a username, password, personal profile, pictures, your location. Some of your AVS Account information will be displayed publicly. You are not required to provide your Personal Information; however, if you choose to withhold certain Personal Information, we may not be able to provide you with certain Services.

Payment Transaction Information: We will collect and store Personal Information related to purchases, registration for events and courses, products purchased through the AVS store, and donations made through the Services. You may provide certain information to our credit card payment processor complete payments via the Services, including your credit or debit card number, card expiration date, CVV code, and billing address (collectively, “Payment Information”), along with your name and billing, delivery and shipping address, to complete payment transactions through certain Services. AVS does not itself collect or maintain your credit card or other financial account information. Please note AVS works with Service Providers (as defined below) to handle payment transactions. You are subject to the privacy policies and terms and conditions of our Service Providers when purchasing an AVS membership, shopping for AVS products, or making donations, the terms of which may differ from those of AVS for AVS’s Services. Please review the Service Providers’ privacy Policies and terms and conditions before using their services.

Form Information: We will use online forms to request certain information from you, which may include Personal Information, in order to perform certain Services, such as your location to assist you in locating our products, or your contact information to assist with contacts or service requests.

Correspondence Information: If you sign up for a membership, attend a conference or event, email us, subscribe to our newsletters, mailing lists, publications, or blogs, we will keep your messages, email address, and contact information to respond to your requests, provide the requested products or Services, and to provide notifications or other correspondences to you. If you do not want to receive email from us in the future, you may let us know by sending us an email or by writing to us at the address below. Please note requests to remove your email address from our lists will take some time to fulfill. We will also still contact you as needed to provide important announcements or notifications regarding the Services.

By creating a User account or giving us any contact or other information, you agree to and do hereby consent to receive mail and electronic communications (email and telephone) from us and/or by posting the communications on the Website (e.g., by posting notices on your account profile page) concerning information and/or our Services (collectively, “Communications”). For Users with an account, Communications may be those that we are required to send to you by law (e.g., data security incident notifications) concerning us, your account or information, the Website, or the Services (“Required Communications”). The Communications may also be those that we send to you for other reasons. You may change the email or mobile phone number on file for your account by visiting your account profile page or by contacting us. You may opt out of receiving all Communications, other than Required Communications, via email by sending a notice to us that identifies your full name, user name and email address; however, you will not receive any further electronic notices from us (other than Required Communications), which notices may include important notices or announcements.

Support Information: You may provide information to us via a support request submitted through the Services. We will use this information to assist you with your support request and will maintain this information to assist you or other Users with support requests. Please do not submit any Personal Information to us via a support submission, including confidential or sensitive information that you do not wish for AVS or our Service Providers to have access to or use in the future.

Information We Collect Automatically:

Cookies, Web Beacons, Links, and Other Tracking Technologies: AVS will keep track of how you use and interact with the Services through the use of cookies, web beacons, links, and other tracking technologies. We do this to help analyze the use of

and improve the Services. Through these technologies we will automatically collect information about your use of the Services and other online activities, including our email correspondences, third-party services, and client applications, and certain online activities after you leave the Services. Link information is generally only analyzed on an aggregate basis. Some Services will not function properly if you disable cookies. Such data will include analytics information, sites visited before visiting the Services, browser type, operating system, and tracking of your interactions with our content and emails.

Unique Identifiers: When you use or access the Services, we will access, collect, monitor, store on your device, and/or remotely store one or more “Unique Identifiers,” such as a universally unique identifier (“UUID”). A Unique Identifier will remain on your device persistently, to help you log in faster and enhance your navigation through the Services. Some features of the Services will not function properly if use or availability of Unique Identifiers is impaired or disabled.

Log File Information: When you use our Services, we will receive log file information such as your IP address, browser type, access times, domain names operating system, the referring web page(s), pages visited, location, your mobile carrier, device information (including device and application IDs), search terms, and cookie information. We receive log file data when you interact with our Services, for example, when you visit our websites, sign into our Services, or interact with our email notifications. AVS uses log file data to provide, understand, and improve our Services, and to customize the content we show you. AVS will link this log file to other information AVS collects about you via the Services.

Public Information: AVS will also collect information about you from publicly available sources. Information you make publicly available in any public or open forum, such as on a social network, will be considered public information, not Personal Information, for the purposes of this Privacy Policy, and will be accessed and collected by AVS. Please be aware that any content or information you share with or provide to third parties using or related to your use of the Services is neither private, nor confidential. AVS is not responsible for any content or information you post or share with third parties. If you do not wish for certain information to be public, please do not share it.

Information Sharing

AVS Personnel: AVS’s personnel will have access to your information as needed to provide and operate the Services in the normal course of business. This includes information regarding your use and interaction with the Services.

Service Providers: AVS works with various organizations and individuals to help provide the Services to you (“Service Providers”), such as, but not limited to, website and data hosting companies and companies providing analytics information, like Google Analytics. We will share your Personal Information with our Service Providers for the purpose of providing and improving our Website and the Services. Your Personal Information we share with our Service Providers will include both information you provide to us and information we collect about you, including, but not limited to, Personal Information and information from data collection tools like cookies, web beacons, log files, Unique Identifiers, and location data. AVS takes reasonable steps to ensure that our Service Providers are obligated to reasonably protect your information on AVS’s behalf. If AVS becomes aware that a Service Provider is using or disclosing information improperly, we will take commercially reasonable steps to end or correct such improper use or disclosure.

Your Consent to Disclosure/Transfer/Sale of Your Personal Information: You consent to our disclosure of your Personal Information, De-Identified Personal Information, and other information you provide to us (collectively, “Transferred Information”) to a potential or actual buyer or acquirer of our company or other successor for the purpose of considering or undergoing a merger, divestiture, restructuring, reorganization, dissolution, change in control, or sale or transfer of some or all of our assets (each of the foregoing referred to as a “Transfer”), whether as a going concern or as part of bankruptcy, liquidation or other court proceeding, in which Personal Information held by us is among the assets transferred. You agree to and do hereby consent to (and shall not object to) our assignment, conveyance, transfer, and/or license (whether by contract, merger or operation of law) as part of a Transfer, of any or all of our rights, in whole or in part, in or to Transferred Information and your consents, with or without notice to you and without your further consent. We cannot make any representations regarding the use or transfer of Transferred Information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By providing any Personal Information, you expressly agree and consent to the use and/or transfer of Transferred Information or other information in connection with a Transfer. Furthermore, except as required by law, we are not and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the Transferred Information that is disclosed to us.

Lawful Requests: We will be required to disclose User information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We will share your Personal Information when we believe it is necessary to comply with applicable laws, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Website or Services or using the AVS name, or to protect the safety of any person. This will include sharing Personal Information with other companies, our lawyers, agents, or government agencies. Nothing in this Privacy Policy is intended to limit any legal defenses or objections that you will have to a third party’s, including a government’s, request to disclose your information.

Disclosure of De-Identified Personal Information: We may share De-Identified Personal Information with third parties for any purpose. De-Identified Personal Information or non-Personal Information may be aggregated for system administration and to monitor usage of the Website. It may be utilized to measure the number of visits to our Website, average time spent, number of pages viewed and to monitor various other Website statistics. This monitoring helps us evaluate how visitors use and navigate our Website so we can improve the content. We may share De-Identified Personal Information or anonymous information (including, but not limited to, anonymous usage data, referring/exit pages and URLs, IP address, platform types, number of clicks, etc.) with interested third parties in any way we choose and for any purpose. We may disclose, sell, rent, etc., your De-Identified Personal Information to third parties and we may receive valuable consideration for doing so.

Your Rights and Choices Regarding Your Information

Access to the Information AVS Has Collected about You

AVS provides certain tools and settings within the Services to help you access, correct, delete, or modify your Personal Information associated with the Services. AVS welcomes you to contact us regarding the Personal Information we have collected about you, including regarding the nature and accuracy of the data that has been collected about you, to request an update, modification, or deletion of your information, to opt-out of certain Services uses of your information, or to withdraw certain consents you have granted to AVS.

Please note requests to delete or remove your Personal Information do not necessarily ensure complete or comprehensive removal of the content or information posted, and removed information will persist in backup copies pursuant to our data retention policy. Please note that if you choose to request deletion of your Personal Information or opt-out of the collection and use of your Personal Information, you understand that certain features, including, but not limited to, access to the Services, will no longer be available to you.

Data Retention

Following termination or deactivation of your User account, we may retain your profile information and all information posted to public areas of the Website. Following termination or deactivation of your user account, we may retain your Personal Information and other data, but will maintain it as confidential according to the Terms, this Privacy Policy, and as required by applicable law. We have the right to delete all of your Personal Information and other data after termination of your user account without notice to you. We may retain De-Identified Personal Information for as long as we deem appropriate.

Opting-Out of Communications from AVS

Users may opt-out of receiving certain communications from AVS by following the unsubscribe process described in an email communication, or by contacting us using the contact information provided below. However, please note you may not opt-out of Services-related communications, such as account verification, changes or updates to features of the Services, or technical and security notices.

Do Not Track

AVS does not currently employ a process for automatically responding to “Do Not Track” (DNT) signals sent by web browsers, mobile devices, or other mechanisms. Per industry standards, third parties will be able to collect information, including Personal Information, about your online activities over time and across different websites or online services when you use Services. You may opt out of online behavioral ads at <http://www.aboutads.info/choices/>. You also may limit certain tracking by disabling cookies in your web browser.

Information Security

Security of Your Information

AVS takes reasonable efforts to secure and protect the privacy, accuracy, and reliability of your information and to protect it from loss, misuse, unauthorized access, disclosure, alteration and destruction. AVS implements security measures as we deem appropriate and consistent with industry standards. As no data security protocol is impenetrable, AVS cannot guarantee the security of our systems or databases, nor can we guarantee that Personal Information we collect about you will not be breached, intercepted, destroyed, accessed, or otherwise disclosed without authorization. Accordingly, you assume a measure of risk with any information you provide to us or from Services provided.

Please do your part to help us keep your information secure. You are responsible for maintaining the confidentiality of your password and AVS Account, and are fully responsible for all activities that occur under your password or AVS Account. AVS specifically reserves the right to terminate your access to the Services and any contract you have with AVS related to the Services in the event it learns or suspects you have disclosed your AVS Account or password information to an unauthorized third party.

Additional Provisions Regarding the Services & Your Information

Transfer and Storage of Your Information

Please note information AVS collects about you will be transferred, processed and/or accessed by us in the United States, or another country where we, or our Service Providers operate. Please be aware Personal Information will be transferred to, and maintained on, computers located outside of your state or country where privacy laws may differ from and may not be as protective as those where you live. If you are located outside the United States and choose to allow us to collect information about you, please be aware that AVS will transfer your Personal Information to the United States and process and store it there.

If you are located in the United Kingdom, European Economic Area ("EEA"), Switzerland or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information to a country or jurisdiction that does not have the same data protection laws as your jurisdiction, as disclosed in this Privacy Policy.

Safely Using AVS's Services

Despite AVS's safety and privacy controls, we cannot guarantee the Services are entirely free of illegal, offensive, pornographic, or otherwise inappropriate material, or that you will not encounter inappropriate or illegal conduct from other Users when using the Services. You can help AVS by notifying us of any unwelcome contact by contacting us using the information below.

Your California Privacy Rights

Under California Civil Code Section 1798.83 (known as the "Shine the Light" law), AVS members and customers who are residents of California may request certain information about our disclosure of Personal Information during the prior calendar year to third parties for their direct marketing purposes. To make such a request, please write to us at the address below or email us at Data_Protection@avs.org with "Request for California Privacy Information" on the subject line and in the body of your message. We will comply with your request within thirty (30) days or as otherwise required by the statute. Please be aware that not all information sharing is covered by the Shine the Light requirements and only information on covered sharing will be included in our response.

GDPR: The Follow Provisions Apply only to Citizens and Residents of the United Kingdom, EEA, and Switzerland

The following provisions apply only if you are a citizen or resident of the UK, EEA, or Switzerland. For such citizens or residents, all processing of your Personal Information is performed in accordance with privacy rights and regulations, in particular, (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation ("GDPR"), and our processing will take place in accordance with the GDPR. For purposes of the GDPR, we will be the "data controller" of Personal Information (referred to and defined in the GDPR (available [here](#)) as "Personal Data") we collect through the Website, unless we collect such information on behalf of a "data controller" in which case we will be a "data processor." This Privacy Policy does not apply to websites, applications or services that do not display or link to this Privacy Policy or that display or link to a different privacy policy. For UK, EEA, and Switzerland residents and citizens only, to the extent any definition in this Privacy Policy conflicts with a definition under the GDPR, the GDPR definition shall control.

We provide adequate protection for the transfer of Personal Information to countries outside of the UK, EEA, or Switzerland through a series of intercompany agreements based on or incorporating the Standard Contractual Clauses, or we rely on the European Commission's adequacy decisions about certain countries, as applicable, and/or obtain your consent for these data transfers from Europe to the United States to other countries. We may also need to transfer your information to other group companies or service providers in countries outside the EEA. This may happen if our servers or suppliers and service providers are based outside the UK, EEA, or Switzerland, or if you use our services and products while visiting countries outside this area.

Our Legal Basis for Processing Personal Data (UK, EEA, and Swiss Visitors Only)

If you are a visitor using our Website from the UK, EEA, or Switzerland, our legal basis for collecting and using the Personal Data described above will depend on the Personal Data concerned and the specific context in which we collect it. However, we will normally collect Personal Data from you only where we need the Personal Data to perform Services for you for which you have contracted with us, or where the processing is in our legitimate interests or rely upon your consent where we are legally required to do so and not overridden by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect Personal Data from you or may otherwise need the Personal Data to protect your vital interests or those of another person.

The collection and processing of your personal information may be necessary for the purposes of our legitimate interests. Such legitimate interest purposes may include:

- fraud prevention

- ensuring network and information security
- indicating possible criminal acts or threats to public security, including enhancing protection of our community against spam, harassment, intellectual property infringement, crime, and security risks of all kind, and enforcing legal claims
- when we are complying with legal obligations
- processing employee or visitor, member, attendee, or registrant data
- performing the function or service you requested of us
- providing our Services and their functionality to you where such processing is necessary for the purposes of the legitimate interests pursued by us or by our service providers related to the Services
- direct marketing
- the relevant and appropriate relationship we have with you
- analytics, e.g., assess the number of visitors, page views, use of the Website, etc., in order to understand how our Website and Services are being used, to optimize the Website and/or future communications, and to develop new services and Website features
- updating your information and preferences
- offering and improving our Services
- enforcing legal claims, including investigation of potential violations of our Terms

Your Data Rights Under GDPR

If you are subject to GDPR, your rights include the following:

- **The right to access** - Upon request, we will confirm any processing of your Personal Information and, and provide you with a copy of that Personal Information in an acceptable machine-readable format.
- **The right to rectification** - You have the right to have us correct any inaccurate Personal Information or to have us complete any incomplete Personal Information.
- **The right to erasure** - You may ask us to delete or remove your Personal Information and we will do so in some circumstances, such as where we no longer need it (we may not delete your data when other interests outweigh your right to deletion).
- **The right to restrict processing** - You have the right to ask us to suppress the processing of your Personal Information but we may still store your Personal Information. See below for more information.
- **The right to object to processing** - You have the right to object to your Personal Information used in the following manners: (a) processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling); (b) direct marketing (including profiling); and, (c) processing for purposes of scientific/historical research and statistics. See below for more information.
- **The right to data portability** - You have the right to obtain your Personal Information from us that you consented to give us or that is necessary to perform fulfillment of member benefits with you. We will give you your Personal Information in a structured, commonly used and machine-readable format.
- **The right to complain to a supervisory authority** - You have the right to file a complaint with a supervisory authority, in particular in the European member state of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of Personal Information relating to you infringes upon your rights.
- **The right to withdraw consent** - If we are processing your Personal Information based on your consent to do so, you may withdraw that consent at any time.

Changes to Our Privacy Policy

AVS may modify this Privacy Policy from time to time. The most current version of this Privacy Policy will govern our use of your information and will be located at [AVS Privacy Policy](#). Any updates will be effective upon posting. Please check back for any updates to this Privacy Policy.

Contact AVS

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