

# International Association of Chiefs of Police (IACP) Privacy Statement for Pursuit Data and Personal Information

**1. Scope.** This Privacy Policy describes how we handle Personal Information and Confidential Pursuit Data submitted by state and local law enforcement participating agencies, and/or collected by us, for the purpose of providing services on the IACP websites, and any related websites that we may operate. By using this website you are agreeing to the terms and conditions of this Policy as are all participating state and local law enforcement agencies. This Policy is subject to change at any time, it is your responsibility to review the Policy periodically for any updates or changes.

**2. Confidential Pursuit Data.** From time to time you may have and will submit Pursuit Data of police pursuits that supports the collection and analysis of pursuit data. Pursuit Data is confidential information.

**3. Disclosure of Confidential Pursuit Data.** The Confidential Pursuit Data provided by agencies in connection with the use of this website, will only be disclosed if it is: (1) made pursuant to a court order; or (2) information used in the aggregate and in a manner that cannot be used to identify you or your department or agency.

**4. Personal Information.** For purposes of this Policy, "personal information" means any information concerning any natural person or agency, including, such persons activities, character, characteristics, race, religion, socio-economic status, age, religion, dates, facts, names, nicknames or any other information that pertains or relates thereto, regardless of whether such information can be personally traced to a specific individual, agency or merely relates to any of the foregoing in the aggregate.

**5. Collection of Personal Information.** We monitor the website user traffic and patterns, and may automatically collect certain Personal Information about agencies' visits such as the internet domain name from which you access the website, the type of browser and operating system you used, the date and time of your visit, the pages you visit, and the referring website address, if any. This information is used to improve the content of the website and to help us understand how you and other agencies are interacting with the website. This information is not collected for commercial marketing purposes and we will not sell or otherwise disclose the information collected from the website for commercial marketing purposes. By using this website you agree to the collection of this information.

**6. Computer Tracking Devices.** You agree that we may use computer tracking and collection devices, such as cookies, to track how you and other agencies visit certain pages on the website. The use of cookies is a standard practice among Internet websites. Cookies are small amounts of data that are sent to your browser from our web servers and are stored on your computer's hard drive, not on our site. Cookies collect information that includes the server your computer is logged into and your browser type. Cookies used in connection with the website do not retrieve any other data from your hard drive, or capture any Personal Information. We reserve the right to make acceptance of cookies a requirement of your use of the website. If you disable the ability to use cookies we make no guarantees as to the functionality or availability of the website.

**7. Your Use of the Website.** The information available and accessible by agencies on this website is in some cases Personal Information, or an aggregation thereof. You agree that your use of such information is solely limited to the intended purpose of this website and subject to your adherence to the terms and conditions of the Service Agreement. You understand that the Personal Information made available to you on the website is the property of IACP, and may not be copied, reproduced, sold, rented, distributed, or duplicated except as expressly authorized by us. Further, the Personal Information shall not be used by you for any immoral, illegal, corrupt, illicit, scandalous, slanderous, or defamatory purpose. Any misuse of the Personal Information on this website, or violation of this Policy, may result in the suspension or termination of your right to use the website.

**8. Your Submission of Personal Information.** Except as stated in this Policy, we do not collect any personal information about agencies during their visit to the website unless they provide that information voluntarily by sending an e-mail or initiating an online transaction such as filling out a registration or completing some type of form, providing such information. You may choose not to send us an e-mail, register online for a service, complete an online order form, or submit information. If you choose not to participate in these activities it will not be a violation of this Policy, however, we cannot guarantee that such decision may not limit your ability to receive specific services through the website.

**9. Disclosure of Personal Information.** The Personal Information provided by agencies in connection with the use of this website, will only be disclosed under the circumstances described below. The disclosure of your Personal Information to us, solicited or unsolicited, constitutes consent to the collection and disclosure of the information by and for the purposes reasonably ascertainable from the nature and terms of the disclosure, as well as stated below:

We may collect or disclose Personal Information without user consent if the collection or disclosure is: (1) necessary to comply with any statutory or legal duties we may have in connection with the operation of this website, or necessary to operate a program authorized by law, or authorized by state or federal statute or regulation; (2) made pursuant to a court order; (3) required for the purpose of validating your identity and ability to access the website; or (4) information used in the aggregate and in a manner that cannot be used to identify you.

**10. Access to and Correction of Personal Information.** You may contact us to determine whether Personal Information pertaining to you has been collected through the website. Any such request shall be made in writing and must be accompanied by reasonable proof of identity of the user. Reasonable proof of identity may include verification of a signature, inclusion of an identifier generally known only to the user, or other appropriate identification.

**11. Confidentiality and Integrity of Information.** We are strongly committed to protecting Pursuit Data and Personal Information collected through the website against unauthorized access, use, or disclosure. Consequently, we take commercially reasonable measures to limit employee access and exposure to Pursuit Data and Personal Information, as well as to use general industry standard measures to secure Pursuit Data and Personal Information from unauthorized access by implementing procedures to safeguard the integrity of our technology assets. As an additional security measure, the website requires the use of a User ID and/or Password to help protect Pursuit Data and Personal Information. You are responsible for maintaining the confidentiality of your password and account, and you agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. The use of such measures, however, is not a guarantee that unauthorized access cannot or will not occur due to the fact that such guarantee is presently beyond the scope of any system. The use of this website and the Internet in general carries with it a certain inherent risk that no measure of security can eliminate. You agree that your use of the website is with knowledge and acceptance of this risk. by authorized representatives of both parties. The AGREEMENT shall be construed in accordance with the laws of the State of Virginia without reference to that body of laws known as conflicts of laws and without reference to the 1980 United Nations Convention on the International Sale of Goods and any amendments thereto. If any provision of the AGREEMENT is determined to be invalid, all other provisions shall remain in full force and effect. Headings in these terms and conditions are for convenience and are not intended to be used in construing the AGREEMENT. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.