Online Privacy Policy

Rationale

This document describes Ouachita Technical College’s (hereafter referred to as OTC) policy regarding information received about you during visits to the College web site. The amount and type of information received depends on how you use this site.

Limitation on Scope of Content:

The OTC web site contains information regarding OTC and its education and training services. All pricing information referred to in this site is in U.S. dollars.

No Representation or Warranty

OTC reserves the right to modify the information contained in this site at any time without notice. While OTC makes all reasonable efforts to ensure that all material on this site is correct, accuracy cannot be guaranteed and OTC does not assume any responsibility for the accuracy, completeness, or authenticity of any information contained in this site.

This site and all information and material contained herein, is provided to you “as is” without warranty of any kind. This site may contain hypertext links to other World Wide Web sites that are completely independent of this site. OTC makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such hypertext link, and any hypertext link to another person or entity shall not in any manner be construed as endorsement by OTC of such person’s or entity’s World Wide Web site, products, or services. Your linking to any other off-site pages or other sites is at your own risk.

Your confidential use of this site cannot be guaranteed by OTC. OTC shall not be responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect to your use of this site or any information you transmitted to this site.

Normal Web Site Usage

You can visit OTC’s web site to access education/training service information or use our online tools (online courses, etc.) without telling us who you are and without revealing any personal information. The only information we collect and store during normal web site usage is the web site that referred you to us, the pages you request, IP address, user agent, and the date and time of those requests.
We use this information to generate statistics and measure site activity to improve the usefulness of customer visits. During normal web site usage, we do not collect or store personally identifiable information such as name, mailing address, email address, phone number or social security number.

**Collection of Personally Identifiable Information**

There are instances where OTC requests personally identifiable information to provide the web site visitor a service or correspondence (mailed class schedules and brochures). This information, such as name, mailing address, email address, type of request and possibly additional information, is collected and stored in a manner appropriate to the nature of the data by OTC and is used to fulfill your request. OTC makes every effort to ensure the secure collection and transmission of sensitive user information using industry accepted data collection and encryption methodologies such as SSL (Secure Sockets Layer) and PGP (Pretty Good Privacy). The information you provide is used by OTC to improve the services provided to you. It is never provided to any other company for that company’s independent use.

**Use of Cookies**

Cookies are pieces of information that a web site transfers to an individual’s hard drive for record-keeping purposes so that we may track site and user activity. The use of cookies is an industry standard and you will find them at most major web sites. By showing how and when visitors use the site, cookies help OTC to better track those areas of our site that are popular and those that are not. Many improvements and updates to the site are based on such data as total number of visitors and pages viewed. Most browsers are initially set to accept cookies. If you prefer, you can set yours to refuse cookies or to alert you when cookies are being sent. However, it is possible that some parts of the site will not function properly if you do so.

**Terms of Use**

The following rules govern your use of the OTC web site. The rules set forth herein apply to all materials, online communications and other information that is or becomes available on this web site. “Information” **BY ACCESSING THIS WEB SITE, YOU SPECIFICALLY AGREE TO ABIDE BY THESE RULES AND ANY MODIFICATIONS THERETO.**

**Permitted Uses**

This web site is an online information exchange service for use by OTC, its employees, and the general public. You shall not post, publish, transmit, reproduce, distribute, or in any way use or exploit any information for commercial purposes or otherwise use the information in a manner that is inconsistent with these rules and regulations.

**User’s Obligation to Abide By Applicable Law**

In connection with the use of this web site, you shall abide by all applicable federal, state, and local laws, including those pertaining to such areas as libel, slander, defamation, trade libel, produce disparagement, harassment, invasion of privacy, tort obscenity, indecency, and
copyright or trade-mark infringement, and all policies and procedures of OTC. The information available on this web site may include intellectual property that is protected under the copyright, trademark, and other intellectual property laws of the United States and/or other countries. Such intellectual property laws generally prohibit the unauthorized reproduction, distribution, or exhibition of all text, photographic, and graphic images, music, sound samplings, and other protected materials. The violation of applicable intellectual property laws may give rise to civil and/or criminal penalties.

**Disclosure of Online Communications**

You are cautioned that any online communications may not be confidential and that you do not have a reasonable expectation of privacy in any online communications. OTC employees and agents may, in the course of performing their regular duties, access electronic communications and information for security, technical or operational purposes. You should be aware that federal postal regulations do not protect electronic mail and that OTC may disclose any communications to the extent permitted or required by law.

**Prohibition Against Rogue Programming**

You shall not post, transmit, or make available in any way through this web site any software or other materials that contain a computer virus, Trojan horse, time-bomb, worm, or other rogue programming. OTC has no obligation to detect the presence of any rogue programming. Any downloading of software or other materials or any other use of the information on this web site is at your risk, and you are advised to take adequate precautions to minimize any loss to your system caused by rogue programming, including use of anti-virus programs and proper backup of files.

**Content of Information**

You are responsible for the content of any information you put on or post to this web site. OTC has no obligation to, and does not in the normal course, monitor or control any information that is or becomes available of this web site. OTC reserves the right to refuse to post or to remove any information that is, in OTC’s sole discretion, unacceptable, undesirable, or in violation of these terms, OTC’s policies of procedures or applicable law. OTC has no obligation to exercise such reservation of rights by OTC.

**Disclaimer of Warranties**

THIS WEB SITE IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTC DOES NOT WARRANT THAT ANY INFORMATION IS COMPLETE OR ACCURATE, THAT THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY INFORMATION IS FREE OF ROGUE PROGRAMMING.
Limitation of Damages

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL OTC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OR INABILITY TO USE THIS WEB SITE, INCLUDING WITHOUT LIMITATION USE OF OR RELIANCE ON INFORMATION AVAILABLE ON THIS WEB SITE, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE.

Release and Indemnity

BY ACCESSING THIS WEB SITE, YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST OTC ARISING FROM OR IN CONNECTION WITH OUR USE OF THIS WEB SITE. YOU ALSO AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, OTC FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITY, INCLUDING COSTS AND ATTORNEYS FEES, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THIS WEB SITE, OR FAILURE TO ABIDE BY THESE TERMS, ANY OTC POLICY, AND/OR APPLICABLE LAW.

Modifications

These rules may be modified by OTC from time to time and such modifications will be binding on you when posted to this web site.

Summary

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AUTHENTICATION (Signature): COPP

_________________________ 28 November, 2006
President (Date) 6.09