

<b>ADMINISTRATIVE POLICY NO. 13</b> <b>SENSITIVE AND NON-PUBLIC INFORMATION POLICY</b>
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## **OBJECTIVES**

The City of Yachats adopts this policy to help protect employees, customers, contractors and the City from damages related to loss or misuse of sensitive information.

## **POLICY**

Sensitive information includes the following items whether stored in electronic or printed format:

- *Personal Information* – Sensitive information includes, but not limited to:
  - Credit Card Information including the number (in part or whole), expiration date, cardholder name and cardholder address.
  - Tax Identification Numbers including Social Security Number, Business Identification Number or Employer Identification Number.
  - Payroll information including paychecks, pay stubs and pay rates.
  - Medical Information for any employees or customers including doctor names, insurance claims, prescriptions, or other personal medical information.
  - Other personal information belonging to employees, contractors or customers name in combination with a Social Security Number; Oregon driver's license or Oregon identification card; passport number; or financial, credit, or debit card numbers along with a security or access code or password.
- *Corporate Information* – Sensitive information includes, but not limited to:
  - Company, employee, customer, vendor, supplier, confidential, proprietary information or trade secrets.
  - Proprietary and/or confidential information.
- Any document marked "Confidential," "Sensitive," "Proprietary," or any document similarly labeled.
- The City will implement and maintain reasonable safeguards to protect the security and confidentiality of personal information, including proper custody and disposal. Documents, forms, and processes that include or require personal information will be reviewed to determine if and when obtaining or retaining personal information is necessary. If the personal information is not necessary, the forms and process will be revised to eliminate that information. Personal information if no longer needed shall be redacted.

### **Hard Copy Distribution**

- Except when required by law, Social Security Numbers shall not be printed on mailed materials unless redacted, shall not be printed on cards used to access products, services, or City buildings, and shall not be included on public postings or displays, including the city's web site. SSN may be used for internal verification or administrative processes, but should be redacted whenever possible.
- File cabinets, desk drawers, cabinets and other storage space containing documents with sensitive information will be locked when not in use.
- City Hall and all facilities used for record storage shall be locked at the end of each workday and the alarm systems engaged.

- Desks, workstations, work areas, printers and fax machines will be cleared of all documents containing sensitive information when not in use.
- When documents containing sensitive information are discarded they will be immediately shredded using a mechanical cross cut shredder or stored in a secure space until transported to a commercial shredding site by authorized personnel. A certificate of shredding or other proof shall be required if the shredding is completed off-site.
- Notary journals that contain personal information should be kept in a secured area or a locked file cabinet or drawer. No identifying numbers shall be recorded in the notary journal. Type of identifying document and expiration date may be recorded in the notary journal only.

### **Electronic Distribution**

- Internally, sensitive information may be transmitted using approved City email.
- Any sensitive information sent externally must be encrypted and password protected and only to approved recipients.

### **Customer Accounts**

- As per Yachats Municipal Code Section 8.04.040 all charges for water and sewer are the responsibility of the property owner and therefore all service accounts shall be carried in the name of the property owner. City employees will take reasonable care when accepting applications for service and be aware of any suspect activity.
- Any customer choosing to use any e-bill/e-pay options offered by the City shall be provided with a copy of the Privacy Policy and Terms of Use Agreement and must agree before proceeding. A copy of the agreement is attached to this policy and marked "Exhibit A."

### **Notification**

- The City shall provide notification of a security breach as soon as possible in writing, or electronically if it is the primary manner of communication with the customer or employee, or by telephone if the person is contacted directly. The exception is if the notification would impede a criminal investigation.

### **Employee Training and Responsibilities**

- All City of Yachats personnel will be provided with a copy of this policy and reviewed with them as part of new employee orientation. The City of Yachats personnel are encouraged to use common sense judgment in securing the confidential information to the proper extent. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact his/her supervisor. The City shall only collect sensitive information that is necessary for each transaction or that is considered to be public information. Employees shall adhere to this policy and any internal processes adopted by their department. Noncompliance may result in formal disciplinary action up to and including termination of employment.

### **Annual Report**

- A report will be prepared annually and submitted to the City Council that will include matter related to the program, the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identify theft incidents and the response to the incident, and recommendations for substantial changes to the program, if any.

The City will work with copier vendors to ensure all data is removed before copiers are returned to the vendor for any reason.

## Privacy Policy and Terms of Use Agreement

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### **I. AGREEMENT BETWEEN USER AND CITY OF YACHATS:**

The City of Yachats website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the City of Yachats website constitutes your agreement to all such terms, conditions, and notices.

### **II. TERMS OF USE:**

#### a. LINKS TO THIRD PARTY SITES

The City of Yachats website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the City of Yachats and the City of Yachats is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The City of Yachats is not responsible for webcasting or any other form of transmission received from any Linked Site. The City of Yachats is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the City of Yachats of the site or any association with its operators.

#### b. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the City of Yachats website, you warrant to the City of Yachats that you will not use the City of Yachats website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the City of Yachats website in any manner which could damage, disable, overburden, or impair the City of Yachats website or interfere with any other party’s use and enjoyment of the City of Yachats website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the City of Yachats website.

#### c. TERMINATION/ACCESS RESTRICTIONS

The City of Yachats reserves the right, in its sole discretion, to terminate your access to the City of Yachats website and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Oregon, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Lincoln County, Oregon, U.S.A. in all disputes arising out of or relating to the use of the City of Yachats website. Use of the City of Yachats website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the City of Yachats as a result of this agreement or use of the City of Yachats website. The City of Yachats performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the City of Yachats right to comply with governmental, court and law enforcement requests or requirements relating to your use of the City of Yachats website or information provided to or gathered by the City of Yachats site with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the City of Yachats with respect to the City of Yachats website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the City of Yachats with respect to the City of Yachats website. A printed version of this

agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

d. **COPYRIGHT AND TRADEMARK NOTICES**

All contents of the City of Yachats website are: © Copyright 1995-2008 City of Yachats, All Rights Reserved. and/or its suppliers. All rights reserved.

e. **TRADEMARKS**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

f. **NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512©(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. All inquiries not relevant to the following procedure will receive no response. See Notice and Procedure for Making Claims of Copyright Infringement.

**III. PRIVACY AND DISCLOSURE:**

The City of Yachats is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the City of Yachats website and governs data collection and usage. By using the City of Yachats website, you consent to the data practices described in this statement.

a. **COLLECTION OF YOUR PERSONAL INFORMATION**

The City of Yachats collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. The City of Yachats also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by the City of Yachats. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by the City of Yachats for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the City of Yachats website.

The City of Yachats encourages you to review the privacy statements of websites you choose to link to from the City of Yachats website so that you can understand how those websites collect, use and share your information. The City of Yachats is not responsible for the privacy statements or other content on websites outside of the City of Yachats and the City of Yachats family of websites.

b. **USE OF YOUR PERSONAL INFORMATION**

The City of Yachats collects and uses your personal information to operate the City of Yachats website and deliver the services you have requested. The City of Yachats also uses your personally identifiable information to inform you of other products or services available from the City of Yachats website and its affiliates. The City of Yachats may also contact you via surveys

to conduct research about your opinion of current services or of potential new services that may be offered.

The City of Yachats does not sell, rent or lease its customer lists to third parties. The City of Yachats may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, the City of Yachats may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to the City of Yachats, and they are required to maintain the confidentiality of your information.

The City of Yachats does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

The City of Yachats keeps track of the websites and pages our customers visit within the City of Yachats website, in order to determine what City of Yachats services are the most popular. This data is used to deliver customized content and advertising within the City of Yachats to customers whose behavior indicates that they are interested in a particular subject area.

The City of Yachats website will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the City of Yachats or the site; (b) protect and defend the rights or property of the City of Yachats; and, (c) act under exigent circumstances to protect the personal safety of users of the City of Yachats, or the public.

**IV. RETURN/ REFUND POLICY:**

Due to the nature of the services we provide, we cannot make refunds on open utility accounts once they have been paid. In the event of overpayment, a credit will be placed on your utility account.

**V. USE OF COOKIES:**

The City of Yachats website uses “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize the City of Yachats pages, or register with the City of Yachats site or services, a cookie helps the City of Yachats to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same the City of Yachats Web site, the information you previously provided can be retrieved, so you can easily use the City of Yachats features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the City of Yachats services or Web sites you visit.

**VI. SECURITY POLICY:**

The City of Yachats secures your personal information from unauthorized access, use or disclosure. The City of Yachats secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other

websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

**VII. DISCLAIMER:**

**a. MODIFICATIONS**

The City of Yachats reserves the right to change the terms, conditions, and notices under which the City of Yachats website is offered, including but not limited to the charges associated with the use of the City of Yachats website.

**b. LIABILITY DISCLAIMER**

The information, software, products, and services included in or available through the city of Yachats website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The city of Yachats and/or its suppliers may make improvements and/or changes in the city of Yachats website at any time. Advice received via the city of Yachats web site should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

The city of Yachats and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the city of Yachats web site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. The city of Yachats and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the city of Yachats and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the city of Yachats website, with the delay or inability to use the city of Yachats web site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the city of Yachats website, or otherwise arising out of the use of the city of Yachats web site, whether based on contract, tort, negligence, strict liability or otherwise, even if the city of Yachats or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the city of Yachats website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the city of Yachats website.

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If you have questions or comments about this privacy statement, the practices of our site, or your experience with our website, you may contact us at the following:

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