

NFHR BOARD OF DIRECTORS MEETING MINUTES
Tuesday, October 13, 2020 6:00 PM MST

CALL MEETING TO ORDER – Eric

WELCOME NEW BOARD MEMBERS - Eric

ROLL CALL – Jennifer, Curt, Eric, Jeanne, Nancy, Rory, Jim, Kelly, Jessica, Lindy Hild absent. New board members for 2021 invited Karl, Laura.

RATIFY MOTIONS APPROVED BY EMAIL (August 4-October 13, 2020) September 14th Curt moved and Jim seconded that we should approve Laura, Karl and Rory for 2021 board members. Approved unanimously (Rory abstained) by email. Ratified unanimously.

REPORT – Jeanne

2020 Membership – 642 (2019 membership 677) ↓ 5.2%

2020 Transfer to date – 172 (same date in 2019 - 250) ↓31.2%

2020 foals – 88 (2019 foals - 133) ↓ 33.8% (registrations still being received for 2020 foals)

TREASURER’S REPORT: - Rory – Our cash position is good, most of our income comes from membership renewals.

OLD BUSINESS:

- Privacy policy update-Eric- Privacy policy statement- We do not sell member information; however we do need member information to further the organization. Motion to approve the privacy policy made by Rory, Curtis seconded. Discussion, Approved unanimously. See attached.
- NFHR Website Terms of Use for the website- Allowed uses, misuse and guidance for use of our website. Submission policy for photos to the NFHR in progress. Motion to approve the terms of use, moved by Rory, seconded by Curt. Discussion, Approved unanimously.
- Herald editor issues-Jessica- Recommends additional person to help with the Herald.
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NEW BUSINESS:

- Insurance review-Rory- We have 2 policies that need further review.
- Crossbreeding Issue-Jeanne- In discussion with the breeders committee
- Transfer Fees-Jeanne- Discussion of fee structures when registering horses. Proposal to limit large registration fees due to multiple transfers.
- Renewal letter content-Nancy- Committees to send renewal letter information
- Resolve Face to Face meeting for 2021-Nancy- via zoom for 2021 due to COVID. Motion to suspend an actual face to face meeting and allow a virtual meeting due to COVID for 2021. Rory made a motion, Curt seconded. Discussion. Approved unanimously.

Motion to adjourn by Rory, seconded by Curt.

NFHR Privacy Policy

Your privacy is important to us!

This Privacy Policy explains the collection, use, processing, transferring and disclosure of personal information by Norwegian Fjord Horse Registry ("NFHR"). By using our services or this site you agree to this policy.

- We do NOT sell your private information ever.
- We protect your privacy.
- We do collect geolocation information.
- We do not change or remove breeders/owners name unless required to by court order or applicable law.

We collect information to serve you, to improve our services, and improve our registry. We do not collect personal information to sell to marketers or to be used to spam our members.

1. Information we collect

We collect personally identifiable information provided by visitors to NFHR's website. We may combine information collected through third-party analytics tools with other information maintained by NFHR.

Information You Provide Us:

- Communications between you and NFHR.
- Your username, password and email, if you register for an account with NFHR.
- Information you submit through interactive features on the website.
- Information on Horses in the Registry including some DNA information.
- Information on Owners of Horses.
- Information on Members of the Organization.

Information Collected Automatically through Cookies and Similar Technology

Our web server and analytics partners collect information including :

- Device.
- Operating system.
- Browser.
- Access domain.
- IP addresses.
- Pages visited.
- Page that referred you to our site and exit pages.
- Other system settings.

Most browsers give you the option of enabling, restricting, and disabling cookies. If you disable cookies, you may not be able to use all the features of our website or our web services.

Analytics

We use third-party analytics tools to help us measure traffic and usage trends, such as [Google Analytics](#).

2. Information usage

We may use your information to:

- Manage and improve the services we provide .
- Create and manage your account.
- Communicate with you about your account and information entered at our site.
- Process your application and respond to your requests and questions.
- Customize your experience with the site.
- Manage and update our client databases.
- Perform data analytics.
- Protect against fraud and manage risk exposure.
- Develop new services.
- Meet legal requirements.
- Enforce our terms of use.
- Request user feedback.
- Share plan and promote NFHR Events hosted events including:
 - Evaluations.
 - Educational Forums.
 - Special events.
- Other NFHR mission related activities.

3. Information sharing

We share information with:

- Service Providers.

- Researchers / Data Analysts (aggregate data or under NDA).
- Regional Clubs including Pacific NW Promotional Group and the Midwest FHC.
- Evaluation hosts for NFHR approved evaluations.
- Email list program.
- The publisher, mailing company of our mailers.

We do not share your information for marketing or mailing lists.

We provide information through and collect information from, but do NOT share information with:

- Facebook (subject to the Facebook privacy policy).
- Other social media sites.

For legal reasons – We may share your personal information if we are required by the law.

If our business structure changes, or we dissolve, we may transfer your personal information to a third party only when they agree to protect your personal information according to the terms of this policy and they are serving the same or a similar mission.

4. Third party links

NFHR links to other websites which do not operate under NFHR's privacy practices.

When you travel to other websites, NFHR's privacy practices no longer apply.

5. Data Retention

The information you submit to us will only be kept as long as needed for the reason it was obtained.

Your Personally Identifiable Information (PII) may be removed from the registry by contacting us. Information, beyond your PII, about the Horses will remain in the registry if we remove your PII.

Mailing list information is kept until a user unsubscribes or users requests that we delete that information.

6. Updating my Information / User Rights to Information

To update your information with us you must email us or write a letter. The communication needs to specify what information needs to be updated and your sharing preferences.

7. Children

This Website is not intended for users under the age of 18. A Parent of Guardian may create a Youth Membership and account for their child's use under their direct supervision only. The user for these accounts is the parent not the child.

8. Questions and Contact

Please send any questions or comments about this Privacy Notice. **Email:** registrar@nfhr.com
Approved by the NFHR Board of Directors 10-13-2020

NFHR Website Terms of Use

The Norwegian Fjord Horse Registry (NFHR) owns and operates this website. By accessing and using this site, you agree to the terms and conditions here and in our [Privacy Policy](#).

If you are in the members only area of our website you also agree to abide by the NFHR's Bylaws, rules, regulations, procedures as set forth in the NFHR Charter and Bylaws, rules, regulations, published policies and guidelines.

When using this site, respect other users and treat them lawfully.

Do Not Use This Website to:

- Upload content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of someone's privacy, hateful, ethnically objectionable, or wrongful.
- Misrepresent an affiliation with a person or agency or impersonate a person or agency, including NFHR.
- Use any function of this website to collect or store personal data about others unless NFHR and the user(s) have authorized you to do so.
- Use this website for solicitation or advertising.

Intellectual Property (Including Copyright & Information on the Horses)

The audio and video materials, photographs, text, graphics, logos, designs, interfaces, software, information (including all information in the Registry), data, and other content associated with the services (“Content”) are protected by intellectual property law.

You will not remove or alter any copyright, trademark, or other legal notices marked on the Content.

No transfer of ownership or licenses to any portion of the Content shall be made as a result of any access you are granted, except as specifically provided in the Terms of Use.

You are only permitted to access and view the Content for **personal, non-commercial** purposes in accordance with the Terms of Use.

Becoming a member of the NFHR may grant additional Content use rights not granted in the Terms of Use.

You may NOT :

- build a business or other enterprise utilizing any of the Content, except as expressly authorized in writing by NFHR.
- download, stream capture, store in a database, archive or otherwise copy any part of the Content.
- upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, display any part of the Content.
- license any part of the Content or otherwise create any derivative works or materials based on the Content.

You may request to reproduce or license the Content for online or offline use from NFHR.

Trademarks

Trademarks, service marks and logos (“trademarks”) used on this website are trademarks of the NFHR or third parties. You may not use any of the trademarks on this site without written permission from the trademark owner. Trademarks of NFHR include, but are not limited to, NFHR.

Third Party Links

This site contains links to third-party websites and online services which are not owned or controlled by the NFHR. NFHR is not responsible for the content or accuracy of those sites or the products or services offered on or through those sites. Use those links to third-party sites at your own risk.

The inclusion of a link in this website does not imply the NFHR's endorsement of the third-party website nor that NFHR is affiliated with the third-party website's owners or sponsors.

Your Online Account

You are responsible for maintaining the confidentiality of your account and agree to accept responsibility for all activity that occurs through your account.

NFHR reserves the right to terminate your account at any time for any reason or for no reason.

Youth Accounts

Any account created for a user under the age of 18 is the sole responsibility of the parent or guardian of the minor who creates the account. The parent or guardian **MUST** specifically authorize the creation of the account to NFHR. The parent or guardian in doing so authorizes NFHR the right to collect information from the minor for the site and in conjunction with using the site's services. NFHR may use this information in the same way they use all other information collected through the site.

User Content

You agree that any Content you provide to the site may be refused, edited, removed, modified, published, transmitted and displayed by the NFHR.

By submitting anything to the site, you grant NFHR a perpetual, non-exclusive, worldwide, royalty-free license to the Content for the NFHR and any third party the NFHR designates to use, copy, transmit, excerpt, publish, perform, distribute, display, create derivative works of, modify or adapt in any form.

NFHR reserves the right to refuse, delete, move or edit any of the submissions in its sole discretion.

Representations and Warranties

You represent and warrant that any materials, postings, feedback, User Submissions of any kind that you submit to this site will **NOT**:

- violate or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights.
- contain any libelous or otherwise unlawful material.

Indemnification

You are responsible for your actions on this site.

You agree to indemnify, defend and hold harmless NFHR, and their respective directors, officers, employees, agents, contractors, and licensors to the site, service or content from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting or arising out of your use, misuse, or inability to use the site, the service or the content, or any violation of the Terms of Use.

Third Party Content

The NFHR may provide third-party content (including advertisements) on the site. NFHR does not endorse or evaluate third-party content, and NFHR does not assume responsibility for third-parties' actions, submissions or omissions. NFHR will not be liable for User Submissions or Third-Party Content that causes any loss or damage.

Disclaimer of Warranties

Other than as expressly stated in this agreement or as required by law, this site is provided "as is" and NFHR does not make any specific commitments or warranties about the site or its content.

Your access to and use of the site (including Content) is at your risk.

Limitation of Liability

Except as required by applicable law, in no event will the NFHR be liable for any damages, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages, arising out of:

- the use of or inability to use the site, the service, or the content.
- any transaction conducted through or facilitated by the site.
- any claim attributable to errors, omissions, or other inaccuracies in the site, the service and/or content.
- unauthorized access to or alteration of your transmissions or data.
- any other matter relating to the site, the service, or the content.

Arbitration

Any cause of action, controversy or claim arising out of or related to the use of this site, service or content between the NFHR and yourself or as to the construction, interpretation and effect of this agreement must be settled by arbitration pursuant to rules of the American Arbitration Association.

However, prior to arbitration all applicable NFHR bylaws, rules, regulations and procedures must first be followed as set forth in the NFHR charter and bylaws, rules, regulations, published policies and guidelines.

Severability

If a particular term or portion of this Agreement is not enforceable for any reason, this will not affect any other terms or portion.

Legally Required Information Sharing

You authorize NFHR to provide information concerning you and your activities to comply with applicable laws or respond to a court order, subpoenas, or other lawful requests, or as otherwise described in the [Privacy Policy](#).

Limitation on Legal Action – One Year

You agree that any cause of action arising out of or related to the site must start within one (1) year after the cause of action accrues.

Modifications

NFHR may modify these Terms of Use at any time without prior notice. Your use of this site following any modification constitutes your agreement to the new Terms of Use.

Approved by the NFHR Board of Directors 10-13-2020.