

#### Solano Local Agency Formation Commission

675 Texas St. Ste. 6700 • Fairfield, California 94533 (707) 439-3897 • FAX: (707) 438-1788

#### **Staff Report**

DATE: August 8, 2022

TO: Local Agency Formation Commission

FROM: Christina Love

SUBJECT: Contract Award – New Website Hosting and Management

#### RECOMMENDATION:

AUTHORIZE, by simple motion, the Executive Officer to execute a contract with ProudCity for website hosting and maintenance services for a one-time set cost of \$4,000, and an on-going annual cost of \$10,728.

#### **BACKGROUND:**

The FY 22/23 adopted Workplan and Budget identified improving the website design as part of the high priority task for outreach<sup>1</sup>. A major part of outreach is keeping the public informed to the best extent possible. Most often, the first contact the general public has with Solano LAFCO by through the website. Improving access to information on the website directly benefits the general public.

#### ProudCity services include

- Migrating the existing website to the new
- Training staff on accessing, updating, and maintaining the new website
- On-going technical support

#### Benefits of using ProudCity include

- Same program and format and other successful website utilized by the County
- Staff has direct access for updating website
- Does not require knowledge of computer code to update

#### Attachments:

A - Proudly Serving Solano Local Agency Formation Commission - Quote Packet

B – Web Capture of Draft Mock Solano LAFCO webpage

#### Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Spering

#### **Alternate Commissioners**

Robert Guerrero • Ron Kott • Mitch Mashburn

<sup>&</sup>lt;sup>1</sup> June 4,2022 Commission meeting: Agenda Item 7A, Memo on Revised Final Workplan

# Proudly Serving Solano LAFCO



Quote





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# GovTech 100

# "The future is here, and it is a lot simpler."

- Government Technology













# **Proudly serving government**

"This project has empowered everyone who has worked on it to think bigger about providing great digital services to San Rafael."

- San Rafael, Calif.



















# **Solano LAFCO Proud**

Welcome to the future of Solano LAFCO digital government:

- ✓ Always-improving, user-focused web/mobile experiences
- ✓ Open, integrated, accessible, secure, modern technologies
- ✓ Continuous education, training and empowerment
- ✓ Collaborative, trusted vendor partnership

# **Our guarantee**

ProudCity guarantees a new type of vendor partnership that governments need to continuously best serve their communities. We will always:

- ✓ Embrace a relationship of honesty and humility
- ✓ Adhere to the highest digital government standards
- ✓ Maintain high web accessibility, mobility and security best practices
- ✓ Default to open culture and technologies
- ✓ Provide recurring, universal software and platform updates

We're ready to join you and proudly serve Solano LAFCO.



Team **ProudCity** 



# **Quotation**

# Cost

Description	Unit price	Cost
ProudCity Standard Plan  ProudCity Web ProudCity Service Center ProudCity Forms ProudCity Documents ProudCity Payments ProudCity Care ProudCity Safe	\$0.002 per resident/month (447,000 pop.)  *County agency rate	\$10,728 (per year)
ProudCity Meetings	\$600 per year	<b>\$</b> 0
ProudCity Meetings setup	\$500	<b>\$</b> 0
<ul><li>ProudCity Onboarding</li><li>90 day launch program</li><li>Training</li><li>Customization</li></ul>	*\$4,000 minimum	\$4,000 (one-time)
Duration/description		Total
<ul> <li>Year 1</li> <li>ProudCity Standard Plan: subscription</li> <li>ProudCity Onboarding: one-time</li> </ul>		\$14,728 (Year 1)
Recurring annual subscription  • ProudCity Standard Plan		\$10,728 per year (after Year 1)



# **Add-ons (optional)**

# **ProudCity Meetings**

ProudCity Meetings is a premium upgrade that includes:

- ✓ Publish meeting agendas/minutes/videos
- ✓ Customizable meetings pages
- ✓ Add meetings widget to any page
- ✓ List upcoming meetings
- Categorize/display meetings by type (city council, planning, etc.)
- ✓ Publish minutes/agendas in text/PDF
- ✓ Embed YouTube video
- ✓ Embed SoundCloud audio
- ✓ Bookmark YouTube video
- ✓ Display past meetings archive
- ✓ Search meetings from site search
- ✓ Share to social media
- ✓ Get directions via Google Maps
- ✓ Add events to your personal calendar

#### Cost:

- \$50 per month subscription
- \$500 one time setup and training

# **Notifications**

ProudCity Notifications is a premium upgrade that includes:

- ✓ End-user submits email to be automatically subscribed to notifications on a specific page when new content such as news or documents are added
- ✓ Notifications are emailed automatically
- ✓ Integrates with Mailchimp, Constant Contact
- ✓ Add notifications to as many pages as needed

#### Cost:

• \$200 per month subscription



• \$500 one time setup and training

# **ProudCity Subsites**

ProudCity Subsites lets Solano LAFCO extend the ProudCity Platform to smaller websites, including:

- ✓ Separate, standalone website(s)
- ✓ Same platform/process
- ✓ Discounted subscription
- ✓ Administrative permissions

#### **Examples:**

- San Rafael Employees website (<a href="https://employees.cityofsanrafael.org/">https://employees.cityofsanrafael.org/</a>)
- Kettering Parks and Rec (<a href="https://www.playkettering.org/">https://www.playkettering.org/</a>)

#### Cost:

- \$100 per month subscription per subsite
- \$1,500 one time setup and training

## **Search Plus**

ProudCity Search Plus is a premium upgrade search that includes:

- Multi-site search, allows for users to search content from all of your ProudCity websites
- ✓ Granicus integration

#### Cost:

• \$50 per month subscription

# **Search+Docs**

ProudCity Search+Docs is an add-on feature to ProudCity Search Plus:

✓ Search content within portable document format (PDF) files



- ✓ Content indexed, displayed, highlighted in website and documents-specific search results
- ✓ Filter search results by documents, document categories, pages, departments, answers, posts, jobs
- ✓ Multi-site document search (department domains / subdomains)

#### Cost:

- \$100 per month (up to 200 documents)
- \$150 per month (up to 600 documents)
- \$300 per month (up to 1200 documents)
- 1,200 or more documents (will fall into enterprise pricing)
- \$100 per month add-on to increase to 50MB file upload
- \$100 per month add-on to increase search index to 50MB

# Renewals/cancellations

We offer monthly and annual billing options, both of which are automatically renewed unless services are canceled. ProudCity subscriptions and upgrades can be canceled any time.

# References

#### Santa Ana, California

Santa-ana.org
Daniel Soto
DSoto@santa-ana.org
714.640.9788

#### Williams County, North Dakota

williamsnd.com Lindsey Harriman lindseyh@co.williams.nd.us 701.577.4557

# San Rafael, California

cityofsanrafael.org

## Marin County DPW, California

publicworks.marincounty.org
Julian Kaelon

JKaelon@marincounty.org
415.473.4070

#### Montclair, California

Cityofmontclair.org Edmund Garcia egarcia@cityofmontclair.org 909.625.9494

# Montgomery, Ohio

montgomeryohio.org



Lindsay Lara lindsay.lara@cityofsanrafael.org 415.485.3065 Matthew Vanderhorst <a href="mvanderhorst@montgomeryohio.org">mvanderhorst@montgomeryohio.org</a> 513.792.8323



# **ProudCity Terms of Service**

Solano Local Agency Formation Commission

### **Overview:**

ProudCity is a web platform that lets municipalities easily launch and manage government digital services all in one place: proudcity.com. We empower government to proudly serve residents, businesses and visitors and build a stronger sense of civic pride. Our service is designed to give municipalities as much control and ownership over what goes on your website as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your website.

## **Terms of Service:**

The following terms and conditions govern all use of ProudCity and all content, services, and products available at or through the website, including, but not limited to, our services. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, ProudCity's <u>privacy policy</u>) and procedures that may be published from time to time by ProudCity (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these terms will apply to any upgrades. Your agreement is with ProudCity Inc., (each, "ProudCity" or "we").

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services. If these terms and conditions are considered an offer by ProudCity, acceptance is expressly limited to these terms.

Use of our Services requires a ProudCity account. You agree to provide us with complete and accurate information when you register for an account. You will be solely



responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

# 1. ProudCity Platform

- Your ProudCity Account and Website. If you create a website on the ProudCity Platform, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the website. You must immediately notify ProudCity of any unauthorized uses of your website your account, or any other breaches of security. ProudCity will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- Responsibility of Contributors. If you operate a website, or otherwise make (or allow any third party to make) material available (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using the ProudCity Platform, you represent and warrant that your Content and conduct do not violate these terms. If you delete Content, ProudCity will use reasonable efforts to remove it from your website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, ProudCity has the right (though not the obligation) to, in ProudCity's sole discretion, (i) refuse or remove any content that, in ProudCity's reasonable opinion, violates any ProudCity policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of ProudCity to any individual or entity for any reason. ProudCity will have no obligation to provide a refund of any amounts previously paid.
- Web Traffic. We use a third party, Google Analytics, to measure your
  website's audience and usage. By hosting your site on the ProudCity Platform,
  you agree to assign the traffic relating to your website to ProudCity. If we or
  Google Analytics require additional documentation to verify ownership of
  your website or domain name, you agree to make reasonable efforts to
  accommodate such requests.

- Attribution. ProudCity reserves the right to display attribution links such as 'Powered by ProudCity', theme author, and font attribution in your footer or toolbar. Footer credits may not be altered or removed regardless of upgrades purchased.
- Payment and Renewal.
  - General Terms. The initial ProudCity Standard Subscription with ProudCity Meetings pricing shall be an annual total cost of \$10,728 which will commence upon the site going live. Optional paid services are available (any such services, an "Upgrade"). By selecting an Upgrade you agree to pay ProudCity the one time fee or monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. ProudCity shall honor pricing for two years following any price increase to existing customers.
  - Automatic Renewal. Unless you notify ProudCity before the end of the applicable subscription period that you want to cancel a subscription or upgrade, your upgrade or subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such services using any credit card or other payment mechanism we have on record for you. Subscriptions and upgrades can be canceled at any time by contacting ProudCity but without refunds for previously paid invoices.
  - Enterprise Service. Enterprise services are provided by ProudCity under the terms and conditions for each such service. By signing up for Enterprise services, you agree to abide by such terms and conditions.
  - Onboarding Service. By signing up for Onboard Services with ProudCity Meetings, you agree to the price provided in your quote of \$4,000, payable upon opting into Onboarding Service.
     Onboarding Services provides two, forty five minute long training video conferences per week over the course of 90 days. The 90 days commences at your official kick off meeting and runs through launching your live site. ProudCity will continue onboarding services, if needed, for 10 business days beyond the 90 days as a



grace period. Onboarding services beyond the grace period will be billed weekly, prorated from the agreed upon amount from the original price quote.

# 2. Responsibility of Visitors.

ProudCity has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material's content, use or effects. By operating our Services, ProudCity does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. ProudCity disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

# 3. Content Posted on Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which your website links, and that link to your website. ProudCity does not have any control over those external websites, and is not responsible for their contents or their use. By linking to an external website, ProudCity does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. ProudCity disclaims any responsibility for any harm resulting from your use of external websites and webpages.

# 4. Intellectual Property.

This Agreement does not transfer from ProudCity to you any ProudCity or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with ProudCity. ProudCity, my.proudcity.com, proudcity.com, ProudCity logo, and all other trademarks, service marks, graphics and logos used in connection with ProudCity or our Services, are trademarks or registered trademarks of ProudCity or ProudCity's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any ProudCity or third-party trademarks.

This Agreement does not transfer from the customer to ProudCity any customer or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with the customer. The customer's domain, logo, and all other trademarks, service marks and unique graphics used by the customer are trademarks or registered trademarks of the customer or customer's licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties. Notwithstanding, to the extent the customer engages ProudCity to develop a custom product or feature ProudCity shall be permitted to share that product or feature with any and all ProudCity customers.

# 5. Changes.

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the



Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

### 6. Termination.

ProudCity may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your ProudCity account (if you have one), you may discontinue using our Services and stop billing by contacting ProudCity and request a termination of services. You may also request a data export at that time. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### 7. Disclaimer of Warranties.

Our Services are provided "as is." ProudCity and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither ProudCity nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

# 8. Limitation of Liability.

In no event will ProudCity, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to ProudCity under this agreement during the twelve (12) month period prior to the cause of action. ProudCity shall have no liability for any failure or delay due to



matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## 9. General Representation and Warranty.

You represent and warrant that (i) your use of our Services will be in strict accordance with the ProudCity Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

#### 10. US Economic Sanctions.

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and ProudCity reserve the right to terminate accounts or access of those in the event of a breach of this condition.

#### 11. Translation.

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

#### 12. Miscellaneous.

This Agreement constitutes the entire agreement between ProudCity and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of ProudCity, or by the posting by



ProudCity of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; ProudCity may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Signature	
Customer:	
Name:	
Title:	
Signature:	



Date:		
ProudCity:		
Name:		
Title:		
Signature:		
Date:		



# ProudCity Service Level Agreement (SLA)

Solano Local Agency Formation Commission

#### **Contents**

Contents
Availability
Backups
Customer Support
Penalty for Non-Compliance

This Service Level Agreement (this "SLA") is entered by and between ProudCity, Inc. ("ProudCity") and the entity ("Subscriber") that executes that certain order form ("Order Form") with ProudCity which references this SLA for each of the web services made available by ProudCity or its affiliates to Subscriber (each a "Service") under the Order Form. The term of this SLA shall commence on the effective date of the Order Form and continue until the expiration or termination of the Order Form.

# **Availability**

Subject to the terms of this SLA, ProudCity guarantees a 99.9% monthly average of Availability of its web server (the "Service"). "Availability" means a percentage calculated by dividing the total time during which the Service is available for Subscriber to use by the total time in a given period, less the time of the Exclusions listed in Section 2(e) below. To verify that the Service is available, ProudCity will ping the HTTP service on the Service by retrieving HTTP headers every 5 minutes with a 30-second threshold. If an HTTP service does not respond, the Service is considered non-operational and is immediately escalated to the support center. In cases where two or more consecutive HTTP tests fail, the Service downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. ProudCity calculates Availability uptime based on this type of Service monitoring.

ProudCity technical support is online daily from 9 a.m. to 6 p.m. U.S. Pacific Time. During office hours we will respond to an outage within 5 minutes. During off-hours, weekends and holidays, we will respond within 15 minutes. Typically we can recover from any outage within minutes, and we guarantee to have the problem fixed within 2 hours, or we will credit 10% of your monthly fee.



## **Backups**

Database and file backups are taken nightly and stored in a separate datacenter for one week. Weekly backups are taken Sunday morning and stored for 5 weeks. In the event of a serious outage, we will restore the most recent functioning backup, typically from the night before. Subscriber can also restore backups manually by creating a support ticket.

# **Customer Support**

- (a) Standard support.
  - (i) Chat: live chat with ProudCity representatives during business hours.
  - (ii) Ticketing: submit support tickets through support portal or email with 48 hour response time
  - (iii) Knowledge base: search and comment help guides, documentation and videos
  - (iv) Feature request: request new features to be added to ProudCity through the feature request portal
  - (v) Community: join a growing online community of people leveraging ProudCity
- (b) Enterprise support. ProudCity enterprise support includes the above services in addition to a direct phone line to your account representative. Phone communication can be used for basic support needs to initiating escalation procedures. Direct line escalation procedures are responded to during the work week within two hours. Direct line escalation procedures are responded to during off hours within 5 hours.

## **Penalty for Non-Compliance**

- (a) Service Credit. If Availability falls below the guaranteed level, as Subscriber's sole remedy for such failure, ProudCity will credit to Subscriber for the next month of Service a portion of the monthly fees charged for the month during which such failure occurred according the following schedule:
  - Service availability 99.0% 99.9%: 10% of monthly fee credited
  - Service availability 98.0% 98.9%: 25% of monthly fee credited
  - Service availability 95.0% 97.9%: 50% of monthly fee credited
  - Service availability 90.0% 94.9%: 75% of monthly fee credited



- Service availability 89.9% or below: 100% of monthly fee credited
- (b) Request for Credit. To receive the credit, Subscriber must specifically request it during the month following the month for which the credit is requested. Subscriber must provide all dates and times of Service unavailability along with Subscriber's account username. ProudCity will compare information provided by Subscriber to the Service availability monitoring data that the ProudCity maintains pursuant to Section 1 above. A credit will be issued if the unavailability warranting the credit is confirmed. The parties agree to work together in good faith to resolve any dispute arising from this SLA.
- (c) Maximum Total Penalty. The total credit to Subscriber for any Service shall not exceed 100% of the monthly fees charged for that Service during the month for which the credit is issued.
- (d) Limitations. Credits may not be issued if the Subscriber account is past due, suspended, or pending suspension. Credits are exclusive of any applicable taxes charged to Subscriber. False or repetitive claims requests are a material violation of the Order Form and may result in termination of the Order Form.
- (e) Exceptions. Subscriber shall not receive any credits in connection with any failure or deficiency of Service Availability to the extent caused by: (i) an event outside the reasonable control of ProudCity; (ii) maintenance and upgrades; (iii) any causes attributable to Subscriber or its contractors, (iv) software or hardware not provided or controlled by ProudCity; (v) outages elsewhere on the internet, including but not limited to interruptions at any Subscriber or third party data center or ISP; or (vi) acts or omissions of other customers (or of those authorized by other customers) sharing the affected Service(s) with Subscribers.
- (f) Escalation contact. Subscriber can reach support for escalations.



Signature	
Customer:	
Name:	
Title:	
Signature:	
Date:	
ProudCity:	
Name:	
Title:	
Signature:	
Date:	



# **ProudCity Privacy Policy**

Solano Local Agency Formation Commission



Your privacy is critically important to us.

At ProudCity we have a few fundamental principles:

- We don't ask you for personal information unless we truly need it. (We can't stand services that ask you for things like your gender or income level for no apparent reason.)
- We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.
- We don't store personal information on our servers unless required for the on-going operation of one of our services.
- In the ProudCity Platform, we aim to make it as simple as possible for you to control what's visible to the public, seen by search engines, kept private, and permanently deleted.

Below is our privacy policy which incorporates these goals:

If you have questions about deleting or correcting your personal data please contact us at support@proudcity.com.

ProudCity Inc. (ProudCity) operates ProudCity.com. It is ProudCity's policy to respect your privacy regarding any information we may collect while operating our websites.

#### **Website Visitors**

Like most website operators, ProudCity collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. ProudCity's purpose in collecting non-personally identifying information is to better understand how ProudCity's visitors use its website. From time to time, ProudCity may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

ProudCity also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on our platform. ProudCity only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that blog commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog where the comment was left.

# **Gathering of Personally-Identifying Information**

Certain visitors to ProudCity's websites choose to interact with ProudCity in ways that require ProudCity to gather personally-identifying information. The amount and type of information that ProudCity gathers depends on the nature of the interaction. In each case, ProudCity collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with ProudCity. ProudCity does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

# **Aggregated Statistics**

ProudCity may collect statistics about the behavior of visitors to its websites. For instance, ProudCity may monitor the most popular pages on the GetProudCity.com site or use spam screened by the Akismet service to help identify spam. ProudCity may display



this information publicly or provide it to others. However, ProudCity does not disclose personally-identifying information other than as described below.

## **Protection of Certain Personally-Identifying Information**

ProudCity discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on ProudCity's behalf or to provide services available at ProudCity's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using ProudCity's websites, you consent to the transfer of such information to them. ProudCity will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, ProudCity discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when ProudCity believes in good faith that disclosure is reasonably necessary to protect the property or rights of ProudCity, third parties or the public at large. If you are a registered user of a ProudCity website and have supplied your email address, ProudCity may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with ProudCity and our products. We primarily use our various product blogs to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. ProudCity takes all measures reasonably necessary to protect against the unauthorized access, use,



alteration or destruction of potentially personally-identifying and personally-identifying information.

#### **Cookies**

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. ProudCity uses cookies to help ProudCity identify and track visitors, their usage of ProudCity website, and their website access preferences. ProudCity visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using ProudCity's websites, with the drawback that certain features of ProudCity's websites may not function properly without the aid of cookies.

#### **Business Transfers**

If ProudCity, or substantially all of its assets, were acquired, or in the unlikely event that ProudCity goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of ProudCity may continue to use your personal information as set forth in this policy.

#### **Comments**

Comments and other content submitted to our Akismet anti-spam service are not saved on our servers unless they were marked as false positives, in which case we store them long enough to use them to improve the service to avoid future false positives.

# **Privacy Policy Changes**



Although most changes are likely to be minor, ProudCity may change its Privacy Policy from time to time, and in ProudCity's sole discretion. ProudCity encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a ProudCity account, you should also check your dashboard for alerts to these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

Signature		
Customer:		
Name:		
Title:		
Signature:		
Date:		
ProudCity:		
Name:		
Title:		
Signature:		
Date:		

