



## HRARA Shareholder Agreement

By purchasing a Holmes Run Acres Recreation Association (HRARA) membership, members agree to the following organizational specifications, policies, and rules and regulations, as well as the terms and conditions of the HRARA Shareholder Waiver.

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# Specifications

## HRARA Websites

Members need to maintain user accounts on two HRARA websites. Usernames and passwords may differ between the two websites.

1. **eSoft Planner** is used to manage membership registrations, guest passes, and admission to the pool facility at the front desk of the Upper Pool House.
2. **Holmes Run Pool** is used to both communicate to the general public and to serve its shareholder members. Members need to [Request an Account](#) on this website to access member benefits such as the weekly newsletter, deck reservations, swim lessons, and tickets to special events.

## Board of Directors

The HRARA Board of Directors is charged with managing the daily operations of the facility, ensuring safety for members and guests, and advocating an ever-improving atmosphere. The officers of HRARA include a President, Vice President, Treasurer, and Secretary, all of whom are elected by the Board of Directors. Officers are elected annually and hold office until the first meeting of the Board of Directors held after the annual meeting and election. Current members of the Board of Directors are listed on the Holmes Run Pool website.

## Pool Management

The HRARA Board of Directors has delegated Premier Pool Management the responsibility of day to day management of the order, safety, and cleanliness in and around the pool area; supervision of operating staff; and enforcement of rules, regulations and fees established by the Board of Directors. **The Pool Manager or representatives are in charge of the pool facility at all times.** The Pool Management staff will close the pool if necessary to conduct maintenance or to decontaminate the pool. At such times, the Pool Management staff will bar entrance to the pool enclosure.

## Volunteering

**HRARA is a volunteer-run organization and relies on the active participation of shareholder members for all to benefit.** Shareholder members are encouraged to volunteer to help run various aspects of the organization by serving on the Board of Directors, joining committees, attending Spring and Fall work parties to maintain the facility and grounds, and engaging with the planning and implementation of various community activities and events.

## Schedule of Activities and Events

A Calendar of Activities and Events is maintained on the Holmes Run Pool website. Activities and events are also announced in the newsletter and posted on the bulletin board in the main bathhouse. In addition to social events, HRARA facilitates swim programs such as water aerobics, swim lessons, and summer camp. Water aerobics occupies the deep end of the Lower Pool on Sunday mornings and Wednesday evenings. Group, private, and semi-private swim lessons may occupy up to two lanes in the Upper Pool during regular hours and one lane during peak hours until the end of July. Summer camp occupies both Upper and Lower Pools when in session. A Schedule of Swim Programs is available on the website. HRARA proudly supports the HRA Hurricanes' Swim Team of the Northern Virginia Swim League (NVSL). There are various swim meets and other special swim team events held at this location during the swim

team season until the end of July. These events are posted on the website, in the newsletter, on the bulletin board in the main bathhouse, and at [www.hrahurricanes.org](http://www.hrahurricanes.org).

## General Rules and Regulations

The Board of Directors has established these rules and regulations for the benefit and protection of all members and guests, to ensure safe and sanitary operation of the pool facilities and adjacent areas, and to provide enjoyable recreation for the members of the club and their guests. The Board of Directors may establish additional rules or modify these rules.

### **Enforcement of Rules and Regulations**

The Pool Manager and the Pool Management Staff have responsibility for enforcing the rules and regulations. All members and guests shall observe all rules, obey all pool staff instructions, and shall cooperate with the staff. **Parents are responsible for their children and must make them aware of all rules and regulations.** The Pool Management Staff has the authority to suspend pool privileges for the remainder of the swimming day and one full day thereafter. The Pool Manager may recommend to the Board of Directors, through the Director of Operations, suspensions for periods longer than one day. Members should refer grievances and complaints to the Director of Operations.

### **Identification and Admission to the Pool Facility**

The Membership Committee will provide the Pool Management staff with a roster of members and Pool Management staff will maintain the roster and admit persons whose names appear in the data bank. Members will verify that the information contained in the membership roster is accurate and provides the following information:

1. Names and ID pictures\* of all persons in the household and ages of children\*\* only,
2. Home address,
3. Home, work, and emergency contact telephone numbers and email addresses,
4. Names and ID pictures\* of chaperone/guardian/babysitters who are 13 years of age or older who have been given parental approval to accompany underage children\* entering the pool area.
5. The number of complimentary guest passes remaining available to the member.
6. Signed statement of having read rules and regulations and agreed to abide by the rules and regulations.

\* Member and guest may opt to present a photo ID upon at the time of entrance to the facility

\*\*Swimmers and non-swimmers who are 10 and under must be supervised by a parent or by a designated guardian at least 13 years of age or older.

**Caregivers:** Member parents and guardians may designate grandparents, older siblings, sitters, nannies, au pairs, and other adults to accompany their children to the pool in their absence. Such supervisory personnel have pool privileges provided they are registered according to the membership guidelines as the family's childcare provider/babysitter, and only when accompanying those children. They must accompany the non-swimming child while in either the upper or lower pool.

**Unaccompanied Minors:** To use the facilities without a parent or guardian supervising them, children between the ages of 11 and 17 and their parent/guardian must complete and sign a new "Unaccompanied Minor Code of Conduct / Emergency Contact Agreement," available on the website, at the start of every

swim season. The Code of Conduct Form affirms that the child is a proficient swimmer and able to pass a swimming test upon request, and that he or she will follow all pool rules.

Minors ages 15 or older may supervise children under the age of 11 at the pool, however, any minors supervising other children must have a Code of Conduct for Minors Form on record with membership affirming that they have parental consent to be on premises, that they are a proficient swimmer and able to pass a swim test upon request, and that they will follow all pool rules.

**Accessibility:** Access to the pool for handicapped or disabled persons can be provided through the gate at the bottom of the access road. Please notify the front desk of the need to enter through the gate. County regulations prohibit "animals, fowl, and pets" within the pool enclosure. This shall not apply to support animals, such as seeing-eye dogs, that provide assistance to physically challenged individuals. Support animals are allowed on the pool grounds and in the pool enclosures, but not in the pool water.

### **Weapons**

Weapons of any type are not permitted on the HRARA grounds. The term "weapon" includes but is not limited to: firearms, airsoft guns, BB or pellet guns, and knives. Pocket knives that have a folding blade of less than three inches are permitted.

### **Behavior**

**Unruly Behavior:** Lewd behavior, loud, abusive, or profane language is prohibited. The Pool Manager may suspend privileges for repeated violations and will be supported by the Director of Operations. Lifeguards will enforce the following policy:

1. If there are only 1 or 2 children exhibiting unruly behavior, the lifeguard on duty may blow the whistle and motion for them to sit in the "timeout" chairs by the lifeguard chair. Upon a second offense, the child(ren) will be required to leave the pool deck and may only come back with their parent or guardian. Unaccompanied children must remain off the deck until a parent or guardian arrives to supervise them.
2. In the event that there are many children playing and the situation becomes unmanageable, the lifeguard on duty may whistle for the "floater" guard to come to the pool deck to walk the deck and patrol the pool water and deck and single out individuals for violations of safety, noise, and/or behavior. At their discretion, the lifeguard may whistle and motion for offenders to exit the pool or even leave the deck.
3. In the rare event that the lifeguards cannot manage the pool water and deck safety, the lifeguard will blow the whistle, clear the pool and deck, and institute a 10 minute break before the swimmers, only those who are accompanied by a parent, are readmitted.

**Audio Devices:** All personal audio devices must be used with headphones. All public audio devices must be approved by the Activities Director.

**Alcoholic Beverages:** Judicious use of alcoholic beverages is allowed. Individuals considered intoxicated will be refused access to the pool area or may be ejected from the facility.

### **Inclement Weather**

During a rainstorm, the pools will be closed if the lifeguard cannot clearly see the bottom of the pool.

**At the sound of thunder, everyone, including lifeguards, must vacate the water, pool decks, and the pool grounds and remain clear of these areas for a period of no less than 30 minutes from the last time thunder is heard.** Lifeguards will blow the whistle, announce thunder, and oversee the clearing of these areas. All members of the pool, and their guests, should go to their respective cars to wait out the thunder delay. Members who have walked to the pool should call for a ride home and may wait in the Upper Pool House by the front desk for their ride. No one may use the showers, due to the threat of lightning.

**Failing to follow the instructions of the pool manager or lifeguards is a violation of HRARA Rules.** Members who fail to cooperate will be reported by the lifeguards to the Operations Chair at the next opportunity.

## Use of HRARA Facilities

### Shared Use of Wooden Decks, Patio, and Picnic Areas

1. Use of these areas is open to all for eating, socializing, recreation, and entertaining unless reserved for a private party.
2. The Pool Management Staff is authorized to rope-off areas for certain groups or activities.
3. Gas grills are available for member use. Members must clean the grills after using them.

### Private Use of Wooden Decks

1. Members wishing to use any of the wooden decks and patios for parties of 10 or more people must make a reservation with the Activities Director at least two weeks in advance and submit a guest list at least two days in advance. Members will be required to use the Holmes Run Pool website to submit a reservation form and a \$50.00 refundable deposit. The deposit will be refunded pending the acceptable cleanup of the reserved area.
2. The Activities Director will maintain a calendar listing all reservations and may set a limit of no more than two reservations on a particular day. Reservations will not be scheduled on peak weekends (June 15 to July 31).
3. A group's reservation entitles it to the use of a wooden deck and one of the propane grills for the time specified. It does not restrict other members from using any grills or tables left unused by the group.
4. Guest Pass fees will be assessed for group party non-members as listed on the fee schedule.
5. The wooden decks will not be reserved beyond 8:30 P.M. (7:30 P.M. on school nights) to allow for timely clean up and departure by the participating group.
6. Pool picnic area, wooden decks, and patios may be reserved for private parties past published closing hours with the approval of the board of directors through the Activities Director.
7. A lifeguard with a current pool operator's permit must be secured through the pool management company for the additional hours. The fees for the lifeguard will be the responsibility of the private party hosting the event.
8. The actions and conduct of all guests are the responsibility of the host. Misconduct of individuals in the party may result in the dismissal of the group.

### Bathhouses

1. Playing or loitering in the bathhouses is prohibited.
2. The use of cell phones in bathhouses is prohibited.

3. Lawn chairs, deck chairs, and tables shall not obstruct free access to the bathhouse entrances and to the Pool Manager's office.

### **Parking and Driving**

1. Members and guests shall drive slowly and carefully in the parking area. Pedestrians always have the right of way.
2. Members must leave the pool area and parking lot promptly at closing time so that the Pool Management Staff may secure those areas.
3. Vehicle entrances to the parking lot or pool access road may not be blocked in order to allow access by emergency vehicles.
4. Loitering outside of the pool facility in the areas of the access road, parking lot, wooded areas, cell tower perimeter and enclosure is not permitted.
5. HRARA is not responsible for loss, theft, or damage to vehicles brought onto the facility.

### **Lost and Found**

1. Neither HRARA nor the Pool Management is responsible for the personal property of members or guests.
2. An area for found articles has been designated in the main bathhouse.
3. Any articles deemed to be of significant monetary or personal value will be kept secure and released to the owner only after sufficient proof of identification/description of the article.
4. Lost and found articles may be posted on the bulletin board and in the email newsletter.
5. Unclaimed articles will be disposed of, at the Board's discretion, after notice has been posted.

## **Pool Area Rules**

### **Rest Periods**

1. A 10 minute rest period is observed every hour in the lap and main pools. Children under the age of 16 must exit the pool during this period. Children on break cannot have any body part in the pool.
2. When there are 15 or fewer swimmers in the pool, the rest period may be suspended at the discretion of pool management.
3. Should a lifeguard be required to leave his/her post, swimmers must exit the pool until the return of that lifeguard or of a replacement lifeguard.

### **Wading Pool and Playground**

1. There is no lifeguard on duty in the Wading Pool area. Parents or the appropriate guardian over 13 years of age must attend to children less than 6 years in the Wading Pool and playground areas.
2. Children less than 6 years of age should be directly supervised by a parent or guardian while in the playground areas.
3. Children over the age of 6 years may not use the Wading Pool or the Wading Pool playground area.

### **Upper Pool**

1. The Upper Pool is primarily arranged as a lap swimming pool.
2. The Upper Pool is for adults only (at least 16 years of age) on Saturdays and Sundays from 11:00 am to 3:00 pm. The Upper Pool will be available to both adults and children to enjoy at all other times that the pool has a scheduled lifeguard.

### **Lower Pool**

1. Use of the Lower Pool is open to all members of the pool at all times. There are occasions when part(s) of the pool is reserved for swim programs such as swim meets, water aerobics, or summer camp. (See Schedule of Events above for more information)

## **Health and Safety Rules**

**The Pool Management Staff shall have the final and conclusive authority to enforce all matters relating to health and safety and may exclude any persons failing to observe health and safety rules.**

### **Health Rules**

1. A soap shower is required before entering the pool.
2. Swimmers returning to the pool from the lawn areas must use foot showers.
3. Any person having an obvious skin disease, nasal or ear discharge, inflamed eyes, diarrhea or other communicable disease shall be excluded from the pool area.
4. Spitting, spouting of water, blowing the nose, etc., into the pool or onto the pool deck are health violations and all are prohibited.
5. Fairfax County health regulations require that we close and disinfect any pool contaminated with human waste.
6. In all pools, infants, toddlers, and incontinent adults must wear approved swim diapers or snug plastic pants under their swimsuits. Diapers (cloth and disposable are prohibited). Complementary replacement swim diapers are available at the main bathhouse.
7. Families with infants and toddlers are encouraged to use the wading pool and to change diapers as frequently as is necessary to reduce the chance of an accident in the pools.
8. All injuries occurring on the premises must be immediately reported to the Pool Management Staff.
9. Smoking is restricted to designated areas of the parking lot and the areas outside the gates. Cigarette butts must be disposed of in the appropriate containers.

### **Safety Rules**

1. When weather, health, or safety conditions dictate that the pool area should be closed, the Pool Management Staff has the authority to close the pool and clear the pool area immediately (including the wooden decks, pool decks, and picnic area).
2. Only authorized persons are allowed in the filter rooms, chemical storage rooms, and manager's office.
3. HRARA abides by all Fairfax County Health Department regulations, including the provision which reads: Section 69.1-3-6. Food Service: Any person in the process of eating or drinking shall remain in an area designated for the consumption of food and drink. This area shall be at least ten feet from the swimming pool edge and enclosed by a fence or suitable barrier. Glass

containers are not permitted in the pool area. Lawn and deck furniture belonging to the pool will remain in designated areas. A clear walkway will be maintained along the edge of the pool. (Water Recreation Facilities Ordinance, Fairfax County, Virginia)

4. No eating or drinking is permitted on any of the pool decks (cement areas immediately surrounding the pools). Under no circumstances may glass (including beer bottles) be brought onto any of the pool decks. In the event that any spilled food or drink is spotted, members are asked to notify a guard immediately so it can be cleaned.
5. No person shall use the pool until it is officially open and the lifeguard is on the pool deck or in the lifeguard stand.
6. Distraction of the guard on duty is not allowed.
7. **Running, pushing, wrestling, causing undue disturbance, and boisterous or rough play in or about the pool area are prohibited. The Pool Management Staff, with support of the Director of Operations, shall suspend privileges for any infractions.** (See Behavior above)
8. Only swimsuits are allowed in the pool. Exceptions to non-standard swimsuits may be made for religious or medical conditions.
9. A person who fails to demonstrate the ability to swim will be restricted to chest deep or shallow water.
10. Non-swimmers under the age of 6, or less than 4 feet tall, who use the lap or main pool, must be accompanied in the water by a parent or by a responsible person who must remain within an arm's reach of the non-swimmer child.
11. The use of approved life jackets, properly fitted and adjusted, may be permitted in the shallow end at the discretion of the Pool Management Staff. Lifeguards will check for proper fit and adjustment.
12. Masks (plastic or safety glass), fins and snorkels may be permitted provided the user demonstrates the ability to use them properly. Masks, goggles, floatation devices and toys are not permitted when diving from the diving board.
13. Aqua socks are permitted if put on at the poolside.
14. Use of swimming aids (floats and rings with attached seats) is permitted provided the parent/guardian of a child using these aids is in the pool within an arm's reach.
15. The following water play equipment can be used by pool patrons in the Lower Pool, if they are used safely and the enjoyment of the pool by others is not jeopardized by their use:
  - Water "guns"
  - Intact inflatable beach balls, soft or sponge rubber (Nerf-type) balls
  - Approved poolside basketball, water polo, and water volleyball sets
  - Noodles
  - Rafts

*(Pool Staff may prohibit the use of any water play equipment that is used improperly.)*

16. Tire tubes are never permitted anywhere in the pool.
17. Official league basketballs are never permitted in the pool. Their use is permitted only in the basketball court area.
18. Diving for objects is allowed at Management Staff discretion.
19. Where designated, lap lanes are to be used only by persons swimming laps or water walking.
20. Crossing the lap lane only with permission of the lifeguard.
21. Hanging or climbing on lane lines is prohibited.
22. Only one person is allowed on the ladder at a time.
23. All must enter or exit the pool by facing the wall.
24. No back dives, back jumps, or flips are allowed from the side of the pool.



## **Diving Rules**

1. The Pool Manager may close the diving board/s when the pool is crowded so that the membership and their guests may utilize a greater area of the pool for swimming.
2. Diving is permitted only in designated areas.
3. Only one person is permitted on a diving board.
4. Only one person is permitted on the diving board ladder.
5. When the boards are open, divers must quickly clear the area below the boards and proceed directly to and exit the pool from the nearest ladder. At these times, the only swimming that is permitted in the diving well is directly to a ladder.
6. No diving until the previous diver has cleared the area below the boards and has reached a ladder.
7. Diving is permitted only from the front of the board.
8. Boisterousness, rough play, cartwheels, and shoving on a diving board are not permitted at any time.
9. Only one bounce per dive is permitted. No running on the diving board is permitted.
10. Diving is prohibited wherever the depth of water is less than five feet with the exception of shallow racing dives by members of the swim team during training and meets.
11. Masks, goggles, floatation devices and toys are not permitted when diving from the diving board.

# HRARA Shareholder Waiver

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the HRARA facility activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) HRARA ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE HRARA, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

### MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF HRARA'S ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED

OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

### **REFUND POLICY**

I also understand that membership purchases are not refundable.

### **PRIVACY POLICY**

HRARA, which uses the Holmes Run Pool and eSoft Planner websites for member registration, scheduling, and taking payments, is committed to protecting your privacy and ensuring you have a positive experience on our websites. This policy outlines our handling practices of personal information both online and offline data. If you give us personal information, we will treat it according to this policy. If you are not satisfied with our response to your privacy-related concerns, please contact us. We encourage you to read this privacy policy to ensure you understand HRARA and eSoft's privacy practices. This policy covers the websites and related software.

**Collection of your personal information** When HRARA and eSoft collect any personal information on our websites, we will express our need for the personal data at the point of collection. Personal information is any information that can be used to identify an individual, and may include, but is not limited to, name, email address, postal or other physical address, title, occupation, and other information required to provide a service, deliver a product, or carry out a transaction you have requested. Some of the reasons we collect your personal information include:

- Submission of proposal for services
- Collaboration efforts
- Registration to membership programs or newsletter subscriptions
- To provide registered users a more personalized and meaningful experience on the websites.

**Uses of your personal information** We will only use your personal information in the way we specified when it was collected. We will not subsequently change the way your personal information is used without your consent. Some of the ways we may use your personal information include:

- To provide the ability to create personal profile areas and view protected content.
- To provide the ability to contact you, and provide you with shipping and billing information.
- To provide customer feedback and support.
- To conduct questionnaires and surveys in order to provide better products and services to our customers and end users. Your completion of any questionnaires is voluntary.
- To support recruitment inquiries.
- To understand more about you, so we can personalize newsletters and websites to your preferences. For example, allow you the opportunity to request specific information on products and services that may be of interest.
- To allow you to forward information to another individual such as a friend or co-worker.
- To meet contract obligations.

**Accessing and updating your personal information** We need your help in keeping the personal information you have shared with us accurate and up to date. Please notify us of any changes to your personal information. Our websites allow you to make these updates yourself online via the user profile.

**Unsubscribing** Subscriptions to some newsletters can be managed through the user profile. In addition, each email newsletter includes instructions on how you can unsubscribe from that particular mailing.

**Personal Information** We do not sell or rent your personal information to third-parties for marketing purposes unless you have granted us permission to do so.

**Non-personal information collection** In some instances, HRARA and eSoft may collect non-personal (aggregate or demographic) data through cookies, web logs, and web beacons. This information is used to better understand and improve the usability, performance, and effectiveness of the websites and software.

**Personalization** We may customize the websites or newsletters for certain users based on the information they previously provided or that was collected through the websites in order to enhance the overall web experience.

**Security of your personal information** HRARA and eSoft are committed to protecting the personal information you share with us. We utilize a combination of security technologies, procedures, and organizational measures to help protect your personal information from unauthorized access, use or disclosure.

When we transfer sensitive personal data (for example, credit card information) over the Internet, we protect it using Secure Sockets Layer (SSL) encryption technology. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution in protecting your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

**Cookies** The websites and software utilize cookies, although you can still access many of the web pages even if you choose to disable cookies in your browser. The software will not allow you to complete certain activities if cookies are disabled. For example, our e-commerce uses session cookies and persistent cookies to process transactions. If you do not accept cookies, the associated transaction will not work and you will not be able to place an order.

We use multiple third parties to monitor web traffic, statistics, advertisement 'click-through', and other activities on the websites. Where authorized by HRARA and eSoft, such third parties may use cookies, web log files, web beacons, and other monitoring technologies to compile anonymous aggregate statistics on website visitors.

We also include web beacons in HTML-formatted email newsletters in order to count how many newsletters (or particular articles, links, etc.) are being accessed.

Current versions of web browsers offer enhanced user controls regarding the placement and duration of both first and third party cookies. Search for "cookies" under your web browser's Help menu for more information on cookie management features available to you.

**Data retention** HRARA and eSoft will not retain your personal information longer than is necessary to fulfill the purposes for which it was collected or as required by applicable laws or regulations.