



SACUBO Business Policy Manual

Last Updated: April 2026

ATTACHMENT A – INVESTMENT POLICIES AND PROCEDURES

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS INVESTMENT POLICIES AND PROCEDURES

The Southern Association of College and University Business Officers Incorporated (SACUBO) is a nonprofit corporation organized to conduct educational activities, promote professional development, and increase the efficient practice of business and financial management in higher education.

A. Description of Funds Subject to Long-Term Investment

1. General:

There are potentially three categories of SACUBO funds that are subject to investment: operational reserve funds, endowment funds, and quasi-endowment funds. The definitions are as follows:

- a. **Operational Reserve Funds:** Funds characterized as unrestricted net assets represent a source of internal financing to allow SACUBO to continue providing membership benefits and services on an ongoing basis while promoting initiatives, managing during short-term economic downturns, or other factors beyond SACUBO control. These funds are derived from membership dues, professional development fees, sponsorship fees, investment income, and other amounts paid to SACUBO.
- b. **Endowment Funds:** Funds received by SACUBO from grants and bequests in which the donor(s) have stipulated that the principal of the fund is to be maintained and invested for the purpose of producing income to be used as specified in the gift.
- c. **Quasi-Endowment Funds:** Funds that function as endowments that the Board of Directors has determined are to be retained and invested. The Board of Directors retains the right to alter or amend such designation at any time.

2. Use of Endowment and Quasi-Endowment Fund Income:

The Board has adopted the following spending policy applicable to Endowment and Quasi-Endowment Funds:

Funds from the Endowment and Quasi-Endowment shall be apportioned for spending annually in accordance with this Spending Policy. The amount of returns available for current spending (distribution) during a fiscal year shall be determined on the basis of the average fund market value of the 12 most recent trailing quarters as of the preceding December 31st ("average market value"). The annual distribution shall be calculated as 5.0% of the average market value.

B. Investment Policies and Administration

1. General:

Authority over the investment of SACUBO funds is designated to the Investment Committee by the Board of Directors. The Committee makes recommendations to the Board of Directors on matters requiring Board action. The SACUBO Treasurer is a member of the investment committee. The Committee is responsible for reviewing at least annually (1) the investment actions taken by the Treasurer or the contracted investment manager to ensure that such actions conform to the policies and guidelines set forth herein; and (2) the content and performance of the entire investment portfolio. The Investment Committee shall report its findings and recommendations to the Board of Directors for such action as the Board or the Executive Committee deems appropriate.

2. Investment Objectives:

The basic investment objectives of the SACUBO investment policy are (1) to produce a reasonable current income return, (2) to achieve a moderate growth in the principal of the funds to offset the effects of inflation, and (3) to preserve the principal of the funds. The investment performance goal for the management of SACUBO funds is to provide better than average returns on investments over the longer term. The investment portfolio shall be structured in a manner that provides a high likelihood of meeting these objectives and the performance goal. It is recognized that investment returns are related to risk in capital markets and as the risk premium rises, so does the expected volatility of the investment return. It is also recognized that returns are cyclical and will vary by asset type depending on economic, political, and monetary conditions. To capture the highest level of return with the least risk, the investment portfolio shall be diversified to include a wide range of qualified assets. Diversification of investments among assets that are not similarly affected by economic, political, or social developments is highly desirable. The general policy shall be to diversify investment to provide a balance that will enhance total return, while avoiding undue risk concentrations in any single asset or investment category. The asset allocation will be set within the following target percentages:

- | | |
|---|--------|
| • Equities | 60-80% |
| • Fixed Income | 15-35% |
| • Real Assets (real estate and commodities) | 0-10% |
| • Cash | 0-15% |

3. Eligible Securities:

The following types of securities will be eligible for investment by SACUBO

- a. Direct obligations of the United States government (including pooled funds comprised of these securities).
- b. Common and preferred stocks and convertible securities traded on either the U.S. or recognized foreign security exchanges (including pooled funds comprised of these securities).
- c. Certificates of deposit with U.S. commercial banks, or federal or university-affiliated Credit Unions.
- d. Commercial paper of corporate issuers with a minimum quality rating of A-1 by Moody's or A by S & P Global Ratings.
- e. Fixed income or other debt securities of any U.S. entity with minimum "A" rating by

both Moody's and S & P Global Ratings (including pooled funds comprised of these securities).

4. Investment Management:

SACUBO seeks the best investment management available for its funds. Qualified external investment management is appropriate given the limited terms and time availability of the SACUBO Investment Committee and Treasurer. Therefore, Investment managers may be contracted to accomplish specified goals consistent with the investment objectives. The Investment Committee will provide a summary investment report and benchmark comparison to the Executive Committee or Board quarterly. Investment managers will be evaluated based on the following criteria:

- No regulatory actions against the firm, its principals, or employees.
- Adherence to the guidelines and objectives of this Policy Statement.
Maintains consistency with stated style and capitalization characteristics.
- Ability to exceed the return of the appropriate benchmark and, for equity managers, produce positive risk adjusted return.
- Ability to meet or exceed the median performance of a peer group of investment managers.
- Management and other fees are reasonable and comparable to industry standards.

5. Investment Records and Reports:

The SACUBO Treasurer shall be responsible for maintaining the following investment records on SACUBO investments:

a. Detailed Investment Record. The Treasurer shall maintain detailed records of all SACUBO investments and investment transactions. Periodic reports as noted in section B.1. of these policies shall include the following information:

1. Report reflecting fiscal year-to-date summary on each investment asset held and where held.
2. Report reflecting fiscal year-to-date detailed transaction information on each investment asset.

b. Annual Report: The annual financial report of the SACUBO Treasurer shall contain detailed schedules for all investments owned by SACUBO setting forth the book value, market value, and total return of the investment program for the fiscal year.

C. Custody and Transfer of Securities:

1. Custody:

The Treasurer is charged with the responsibilities of receipt, custody, and proper handling of securities and other SACUBO funds in accordance with the organization's bylaws and policies adopted by the Board of Directors. To provide efficient handling of security transactions, the Board of Directors has authorized the Treasurer to negotiate custody agreements for safely keeping all SACUBO securities with custodian banks and/or external investment managers. It is standard practice for custodians of securities owned by institutional investors to utilize the services of securities depositories. Such practice simplifies the settlement process for

securities transactions, improves the timeliness of income collection, and provides other efficiencies to the securities custodian function. The contractual arrangements for custodial services permit custodians of SACUBO securities to utilize such depository services.

2. Transfer of Securities:

Securities held by custodian banks, depositories, and/or external managers may be transferred upon instructions of the SACUBO Treasurer in compliance with transfer specifications previously approved by the Treasurer and in accordance with board-approved budget guidelines.

ATTACHMENT B – SACUBO TRAVEL GUIDELINES

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS SACUBO TRAVEL GUIDELINES

General:

The following policies are applicable to the payment of travel expenses in connection with special and called meetings and other official SACUBO business. Travel expense reimbursements are not provided to attend SACUBO events unless there is a scheduled Board meeting at the event. Board members shall receive travel expense reimbursement to attend scheduled in-person Board meetings. Constituent Committee members shall receive travel expense reimbursement to attend the constituent planning meeting. The President or the Vice President responsible for the meeting / event has the authority and flexibility to make exceptions to these policies as deemed necessary.

Travel Expense Reimbursement Guidelines:

Coverage begins at the actual start of a trip, whether it is from the traveler's regular place of employment or home. It terminates when the traveler returns either home or office. Expenses for spouses and/or dependents are personal expenses and not reimbursable.

SACUBO requires that requests for reimbursement be substantiated with receipts for expenditures. Invoices and receipts must not be altered. For on-line purchases, a printout of the confirmation screen or email acknowledgement is acceptable. Meals under \$25 do not require a receipt.

Requests for reimbursement are to be submitted on the SACUBO Expense Form within fifteen (15) days of the event. Failure to submit a reimbursement request within the stated time frame may result in no reimbursement.

Air/Train Travel:

Travelers must make their own reservations.

Travelers will obtain the lowest available fare with logical routing and timing. Reservations should be booked at least 45 days before the event for the best fares. Traveler is required to submit airfare quotes for the same departure and return from one additional airline reviewed at the same time as the booking to demonstrate economy. This requirement is waived if the traveler uses their institution's approved travel agency. Documentation of an approved travel agency can be an email or invoice from the travel agency. If the booked travel is higher than the additional quote, justification is required. SACUBO reserves the right to pay only up to the lowest quoted amount.

Only main cabin (or equivalent) fares plus the fee for one bag will be reimbursed. Any upgrades will be the responsibility of the traveler. As each airline has a different definition of main cabin, the reimbursable fare has free seat selection (main cabin, no first class), standard legroom, and no change fees.

Vehicle Use:

Use of personal or institutional vehicles will be reimbursed at the mileage rate consistent with IRS rules

and regulations in effect at the time of the event.

Tolls and parking will be reimbursed.

When a personal, institutional, or contracted rental automobile is used for transportation to a SACUBO event from the traveler's regular place of employment or home, and the distance to be traveled is more than 300 miles each way (600 miles round trip), transportation reimbursement will be made at the lesser of actual cost incurred, including economy airfare (as defined above), mileage or ground transportation to the airport, airport parking, and/or baggage fee; or, the IRS mileage allowance. Individuals will need to provide a Google Map documenting the mileage and an estimate for economy airfare for the same travel days. Consideration should be given to use of the most economical means of transportation.

Rental Car:

The SACUBO President must pre-approve usage of a rental car, if needed, to facilitate SACUBO business. The request must include what the SACUBO business is and the expected utilization of a rental car. Only economy rates will be reimbursed if pre-approved.

Hotel:

Individuals are responsible for obtaining their own hotel accommodations at least 30 days prior to the event and are encouraged to utilize the services of SBI to book board members rooms for events. Personal fees such as mini-bar, movie rentals, optional resort fees, and health club fees are not reimbursable. Required resort fees are reimbursable. Self-parking at the hotel is reimbursable. If there is no self-parking option, valet parking is reimbursable. Travelers are responsible for all expenses incurred before or after the SACUBO event. Travel expense reimbursement is provided for the night before a scheduled in-person Board meeting or a scheduled constituent planning meeting.

Individuals are expected to stay at the SACUBO-designated hotel (or designated overflow hotel). If an individual chooses to stay at a different location, SACUBO will reimburse the lesser of actual costs or the SACUBO-designated hotel rate per night, plus applicable taxes and fees.

Meals:

SACUBO will reimburse meal expenses incurred while the individual is in travel status.

SACUBO will reimburse meal expenses, including tips up to 15%, according to actual costs of up to \$75 per day. Detailed receipts are to be submitted with the SACUBO Expense Form for all meals over \$25. Alcohol purchases will be considered personal expenses and will not be reimbursed by SACUBO.

The Treasurer will provide the travelers with the meals that will be reimbursable for each Board event. Additional meals and snacks are the responsibility of the traveler. The cost of a meal taken elsewhere during a meal that is provided at the event will not be reimbursed. Exceptions may be granted due to disrupted travel incidents.

Miscellaneous Expenses:

Other reasonable travel expenses may be reimbursed if necessary. These expenses should be listed separately on the SACUBO Travel Form and include the justification and associated receipts. Ground transportation

between home and airport and between hotel and airport are allowed and require a receipt. Ground transportation at a Board event will be reimbursed when coordinated with the event organizer, and group transportation is not provided. Tips up to 15% will be reimbursed for ground transportation expenses.

Reimbursement requests for mileage between home and airport require a Google Maps documenting round trip mileage. Economy or long-term airport parking will be reimbursed.

When a trip involves traveling for both SACUBO and other purposes, the traveler will reasonably allocate the costs between SACUBO and the other activity.

SACUBO President Travel:

The SACUBO President shall receive travel expense reimbursement to attend the Annual Meetings of the other regional associations consistent with other existing travel policies or when officially representing SACUBO at other functions (such as CBMI). The President may delegate a representative to attend in their place.

SACUBO Expense Report:

The SACUBO Expense Report, along with receipts, must be submitted to both:

- Lisa Mazure, SACUBO Treasurer (lmazure@alamo.edu)
- info@sacubo.org

ATTACHMENT G – MEETINGS CODE OF CONDUCT AND DISCLAIMER

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Meetings Code of Conduct and Disclaimer

All Southern Association of College and University Business Officers (SACUBO) event participants agree to comply with this Code and all published rules and conditions at the meeting and meeting-related events, whether in-person or virtual (collectively, “events”).

Participants in any in-person event must wear the official meeting name badge. Name badges are required for admission. Participants in virtual events must properly identify themselves.

Participation may not be used for advertising, promotions, giveaways, sweepstakes, or other trade purposes without the express written consent of the SACUBO President. Presentations, postings, and messages may not contain promotional materials, special offers, job offers, product announcements, or solicitations for services. SACUBO reserves the right to remove messages and potentially ban sources of those solicitations.

Participants must behave responsibly at all events and comply with all posted signage concerning safety and conduct. Harassment (in any form including verbal, written, visual, implied, or otherwise stated), threatening physical or verbal actions, disorderly or disruptive conduct, or any incidents of unacceptable behavior will not be tolerated. If you experience harassment or learn of any incidents of unacceptable behavior, please inform the SACUBO Business Office and/or SACUBO President.

Participants may not conduct any live or recorded audio, video, or photographic activities for advertising, promotions, giveaways, sweepstakes, or other trade purposes without the express written consent of the SACUBO President.

Photographs, audio recordings, and videos may be taken onsite or in virtual formats by SACUBO or its agents and employees. By registering or attending, participants grant permission to SACUBO to utilize, crop, edit, and enhance any such photographs, audio recordings, and videos, including the attendee's name, image, likeness, voice, statements, and surroundings (including exhibitor booths), for commercial or promotional purposes, in any medium or context now known or later developed, without further authorization. Participants have no right of approval, no claim to compensation, and no other claim arising out of such use of the attendee's name, likeness, image, voice, statements, and/or surroundings.

SACUBO reserves the right to take any action it deems necessary and appropriate to enforce these rules and conditions, including immediate removal of any person from an event without warning or refund, in response to any incident of unacceptable behavior or any violation of this policy, based on the information available at the time. Upon receiving notice, the SACUBO President (or designee), SACUBO Executive Director (or designee), and one additional Executive Committee member will determine any immediate and/or future action to be taken related to the incident. SACUBO reserves the right to prohibit attendance at any future meeting, virtually or in person.

Participants hold harmless SACUBO, its staff, officers, and contractors, and voluntarily assume all risk, arising from personal injury (including death) from, or related in any way to, the meeting, whether occurring prior to, during, or after, and including injuries from physical and other harms such as

communicable disease. Participants acknowledge there is an inherent risk to participating in any in person event, including the risk of contracting a virus, pathogen, or other communicable disease, and attendees assume all such risk.

These rules and conditions are subject to revision as necessary. The most recent version of this policy will be posted on the SACUBO website, and its terms are accepted by either or both registration and attendance.

ATTACHMENT H – PRIVACY POLICY

SOUTHERN ASSOCIATION OF COLLEGE AND UNIVERSITY BUSINESS OFFICERS Privacy Policy

Effective Date – April 13, 2024

This Privacy Policy applies only to the websites, including but not limited to www.sacubo.org and online services controlled by the Southern Association of College and University Business Officers, Inc. (“SACUBO,” “we,” “us” or “our”) where this privacy policy is posted (collectively, the “Sites”). This privacy policy does not pertain to information collected offline. We encourage users to periodically review this Privacy Policy to keep up to date on how SACUBO handles shared information.

Please read this Privacy Policy carefully because by registering or using the Sites, you signify that you have read, understood, and agreed to be bound to this Privacy Policy. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.

Please note the arbitration provision set forth below, which may, except where and to the extent prohibited by law, require you to arbitrate any claims you may have against SACUBO on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

A. Information Collected

When users access the Sites, we collect both personal information and non-personal information. “Personal information” is any information relating to an identified or identifiable natural person. “Non-personal information” may include technical information that does not identify an individual personally. SACUBO notes that over time, non-personal information could become personal information through regulatory developments, technological advancements, or co-mingling with personal information. The types of personal information collected depend on the features used on the Sites. Specifically, the following information is collected:

- **Account Information.** SACUBO may collect information when signing up for membership with SACUBO. That information may include full name, email address, username, password, phone number, and other information provided.
- **Email Addresses.** SACUBO may collect an email address and name if information is requested from the Sites.
- **Payment and Financial Information.** SACUBO may collect payment information, including payment card number, expiration date, billing address, and payment account name.
- **Demographic Information.** SACUBO may collect demographic information including gender, city, state, and country.
- **Usage Information.** SACUBO may collect information about how devices used interact with the Sites. SACUBO may collect information about how the user and devices used interact with the Sites. This could include features used, web pages visited, and search terms entered. This could also include information about devices and the network used to connect to our services, including IP addresses, device identifiers, and information about the performance of the services used on the Sites and any problems experienced with them.

- **Location Information.** SACUBO may collect location information. This information may help provide recommendations based on location, advertisements, or a product or service that may be of interest. This information may help provide recommendations based on location, provide advertisements, or suggest a product or service that may be of interest.
- **Content and Other Information Provided to SACUBO.** SACUBO may collect additional content and information that is voluntarily provided, such as when a comment is posted, a complaint submitted, or feedback sent.

The user has choices about the information SACUBO collects. When asked to provide personal information, a user may decline. However, if the user chooses not to provide information that is necessary to provide a product or service, the user may not be able to use some of our features, products, or services.

How We Collect Personal Information

(1) Active Collection

SACUBO collects and stores personal information directly at the time information is supplied via the Sites. For instance, if signing up for membership or contacting SACUBO with a question, SACUBO may store user communications, including any personal information included in them, allowing SACUBO to effectively respond. If the user does not want personal information collected, please do not provide personal information.

(2) Passive Collection

SACUBO may collect information passively while users are visiting or interacting with the Sites. This is termed “passive” collection because the user may not know that information is being collected. Following are examples of information collected via the Sites and a description of how this information is used:

- **Internet Protocol (IP) addresses.** An IP address is a number that lets computers attached to the Internet know where to send information, such as webpages viewed. SACUBO uses this information to deliver our webpages upon request, tailor Sites to the interests of members and users, and measure traffic within the Sites.
- **Cookies, web beacons, and other similar technologies.** A cookie is a small text file that may be used to collect information about your activity on the Sites. For example, when someone visits a page within the Sites, a cookie is placed on the user’s machine (if the user accepts cookies) or is read if the user has visited the Sites previously. Web beacons are tiny graphics with a unique identifier, similar in function to cookies, and are used to allow us to count members and users who have visited certain pages of the Sites and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, web beacons can tell the sender whether and when the email has been opened. Web beacons are embedded invisibly on webpages. For more information, please see the Cookies and Similar Technologies section below.

B. Cookies and Similar Technologies

SACUBO uses and allows certain third parties to use cookies and other similar technologies to provide our services and to help collect information. SACUBO, or third parties, may use session cookies or persistent cookies. Session cookies only last for the specific duration of the user's visit and are deleted when closing the browser. Persistent cookies remain on a device's hard drive until deleted or the cookie expires. Different cookies are used to perform different functions, which are explained below:

- **Essential.** Some cookies are essential to enable users to move around our Sites and use their features, such as accessing secure areas of the Sites. Without these cookies, SACUBO cannot enable appropriate content based on the type of device being used.
- **Browsing and functionality.** These cookies allow SACUBO to remember choices the user made on the Sites, such as preferred language and country the user is visiting from, and provide enhanced, more personalized features.
- **Performance and analytics.** SACUBO uses its own cookies and third-party cookies to see how users interact with our Sites and services to enhance their performance and develop them according to user preferences. Specifically, SACUBO uses:
 - Google Analytics: To help facilitate the delivery of relevant content, SACUBO uses Google Analytics and has implemented the following Google Advertising Features: Remarketing, Impression Reporting and Demographics and/or Interest Reporting. Google Analytics uses cookies to report user interactions on our websites and other websites. SACUBO uses the information collected for optimizing marketing, refining advertising and/or programming strategies, and generally making advertising more effective. Users may opt-out of the Google Analytics Advertising Features by indicating user preferences using the interest-based opt-out link [here](#). Google also provides a complete privacy policy and instructions on opting out of Google Analytics [here](#). Note that Google's opt-out mechanism is specific to Google activities.

There are several ways to manage cookies. Users may set most browsers to notify when a cookie is received, or users may choose to block cookies with their browser. Blocking certain cookies may result in not being able to take advantage of the personalized features enjoyed by other members or users of SACUBO Sites. SACUBO also notes that by blocking or deleting cookies which are "strictly necessary," users will not be able to access certain features of our Sites.

In the United States (US), the Network Advertising Initiative also offers a means to opt-out of a number of advertising cookies. Please visit www.networkadvertising.org to learn more. Note that opting out does not mean the user will no longer receive online advertising. It does mean that the company or companies from which the user opted out will no longer deliver ads tailored to your preferences and usage patterns.

C. Use of Information Collected Via the Sites

(1) Personal Information

SACUBO uses personal information collected on the Sites primarily for the following purposes:

- **Customer User Experiences.** SACUBO may use personal information to complete a transaction or service requested, or to provide services, such as educational programs, or information.
- **Communication.** SACUBO may use information to notify users about a material change to this Privacy Policy or the Terms of Use, if necessary, or to contact the user in response to sign-up forms.
- **Advertising, Marketing, and Promotions.** SACUBO may use information to alert the user to special offers, updated information, and other new services from SACUBO or other third parties, or to forward promotional materials.
- **Service and Web Site Improvement.** If choosing to subscribe to SACUBO Membership and other products, SACUBO may use user information to ensure the Sites are relevant to the users' needs and to help create and publish content most relevant. SACUBO may use IP addresses and other similar information to make SACUBO websites easier to use and navigate as well as to personalize the content provided on the Sites.
- **Other Legitimate Business Reasons.** SACUBO may also use information for other legitimate business reasons.

(2) Non-Personal Information

Non-personal information is used in the same ways as described above and in other ways as permitted by applicable laws.

D. Legal Basis for Processing

SACUBO processes personal information per applicable law, with transparency and fairness. The legal basis for the processing activities listed above are as follows:

- fulfill our contractual obligations;
- with user's consent; and
- for the legitimate purpose of operating our business, including to improve and develop our services, for fraud prevention purposes, and to improve user experience.

E. Sharing and Disclosure of Information

(1) Personal Information

SACUBO may share or disclose personal information in the following instances and to the following parties:

- To fulfill a service to the user;
- To affiliates, strategic partners, agents, third-party marketers, or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your personal information for research, administrative, and/or internal business purposes;
- To unaffiliated third-party service providers, agents, or independent contractors who help us maintain our Sites and provide other administrative services to us;
- To complete your purchase;
- To comply with the law or in the good faith belief that such action is necessary to conform to the requirements of law or comply with legal process served on us, protect and

defend our rights or property, or act in urgent circumstances to protect the personal safety of our end users;

- To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets;
- To track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties; and
- To protect against potential fraud, we may verify with third parties the information collected from the Sites.

Except as described in this Privacy Policy or at the time we request the information, we do not otherwise use, share, or disclose your personal information to any third parties.

(2) Non-Personal Information

SACUBO uses non-personal information collected on the Site in the manners disclosed above and for other reasons. We may share this non-personal information with third parties.

F. Collection and Use of Information from Children

The Sites are not intended for use by persons under the age of 13, or 16 in the European Union (EU). SACUBO does not knowingly collect information from visitors under the age of 13, or 16 in the EU, and, in the event that we learn that a person under the age of 13, or 16 in the EU, has provided us with personal information, we will delete such personal information.

G. Opt-Out

SACUBO communicates with members and users who subscribe to our services on a regular basis via email. For example, we may use your email address to send you notice of payments, information about changes to our products and services, and other disclosures as required by law. Generally, members and users cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional. However, we provide you the opportunity to opt-out of marketing communications from us, such as emails or updates regarding new services and products offered on the Sites or if you do not want us to share your personal information with third parties, by clicking the “unsubscribe” link within the text of the email or by contacting us at 1.206.210.7751 or info@sacubo.org. The Business office will process your unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed.

H. Forums, Chat Rooms and Other Public Posting Areas

Please note that any information you include in a message you post to any chat room, forum, or other public posting area is available to anyone with access. If you do not want people to know your email address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN CHAT ROOMS, FORUMS, AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS, AND OTHER PUBLIC POSTING AREAS.

I. Third-Party Web Sites

This Privacy Policy applies solely to information collected on the Sites. The Sites may contain links to other websites. We are not responsible for the privacy practices or the content of these other websites. If you have any questions about how these other websites use your information, you should review their policies and/or contact them directly.

J. Third-Party Advertisers

SACUBO may use advertisers, third-party ad networks, and other advertising companies to serve advertisements on the Sites. Please be advised that such advertising companies may gather information about your visit to the Sites or other sites (such as through cookies, web beacons, and other technologies) to enable such advertising companies to market products or services to you, monitor which ads have been served to your browser, and monitor which webpages you were viewing when such ads were delivered. If you would like to learn more about this practice and to know your choices, please [click here](#). NOTE THIS PRIVACY POLICY DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH ADVERTISING COMPANIES.

K. International Data Transfers

If you choose to provide us with personal information, it will be stored in the US and may be stored in other jurisdictions. SACUBO may transfer that information to its third-party service providers, affiliates, and subsidiaries, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting the Sites from the EU or other regions with laws governing data collection and use, please note that your personal information is transferred to the US and may be transferred to other jurisdictions. The US does not, and these other jurisdictions may not, have the same data protection laws as the EU and may not afford many of the rights conferred upon data subjects in the EU. With knowledge of these risks, you acknowledge that:

- Your personal information may be used for the uses identified above in accordance with this Privacy Policy; and
- Your personal information may be transferred to the US as indicated above.

L. Your Rights

SACUBO provides you with the opportunity to access your personal information to ensure it is correct, accurate, and up to date. To edit your personal information, please contact us at 1.206.210.7751. We will make reasonable efforts to accommodate your request.

For residents of the EU, you have the right to:

- Obtain confirmation as to whether your personal information exists and to be informed of its content and source, verify its accuracy, and request its completion, update, or amendment;
- Request the deletion, anonymization, or restriction of the processing of your personal information processed in breach of the applicable law;

- Object to the processing, in all cases, of your personal information for legitimate reasons;
- Receive an electronic copy of your personal information, if you would like a copy for yourself or to port your personal information to a different provider;
- Lodge a complaint with the relevant data protection supervisory authority.

M. Assignment

If all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personal and non-personal information collected via the Sites.

N. Changes to This Privacy Policy

SACUBO reserves the right to update its Privacy Policy periodically. For changes that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will attempt to obtain your consent before implementing the change by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Sites.

O. Security and Retention

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us, and you understand that any information you transfer to SACUBO is done at your own risk.

Once we receive your transmission, we make reasonable efforts to ensure security on our systems. If we learn of a security systems breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Sites or providing personal information to us, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Sites. We may post a notice on our Sites if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

P. Dispute Resolution

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, by using the Sites, you and SACUBO agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, or the breach, enforcement, interpretation, or validity of this Privacy Policy or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

Notice shall be sent to:

- Southern Association of College and University Business Officers, 2150 N. 107th Street, Suite 205, Seattle, WA 98133, or
- You at the contact information on file with SACUBO

Both you and SACUBO agree that this dispute resolution procedure is a condition precedent that must

be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. Any such Dispute shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Privacy Policy, including any claim that all or any part of this Privacy Policy is void or voidable.

Q. Choice of Law

This Privacy Policy has been made in, and shall be governed, construed, and enforced in accordance with the laws of Texas, without giving effect to any conflict of law principles. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Privacy Policy shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

R. Your California Privacy Rights

California Civil Code Section 1798.83 permits visitors to the Sites who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us at 1.206.210.7751.

We do not share personal information with third parties for their direct marketing purposes unless you consent to such disclosure, typically by “opting-in” to receive information from a third party that is participating in a sweepstakes or other promotion on our Sites. If you do ask us to share your personal information with a third party for its marketing purposes, we will only share information in connection with that specific promotion, as we do not share information with any third party (other than our service providers) on a continual basis.

Currently our Sites do not recognize automated browser signals regarding tracking mechanisms, which may include “Do Not Track” instructions.

S. Contact Us

Your visit to the Sites is subject to this Privacy Policy. If you have any questions, comments, or concerns regarding our privacy practices or this Privacy Policy, please contact us at the postal address and phone number below. All information you provide in any written communication will also be covered by this Privacy Policy.

Southern Association of College and University Business Officers
2150 N. 107th Street, Suite 205, Seattle, WA 98133 | 206.210.7751