

Eye Level Advertising Policy

Eye Level Advertising Policy Statement: The name and reputation of the Sanibel & Captiva Islands Chamber of Commerce are important assets, which we will not allow to be damaged. Therefore:

Article 1 – To the extent permitted by law, The Chamber will not allow on its service or promotions any content, applications, services or products which:

- Violate laws, statutes or tariffs (including statements that are defamatory, fraudulent, or deceptive);
- Are pornographic; or
- Are “harmful matter” or “Matter, taken as a whole, depicts or describes in a contemporary state-wide standards, appeals to the prurient interest, and is matter which, taken as a whole, depicts or describes in a patently offensively way sexual conduct and which, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.” “Matter” includes “live or recorded video message when transmitted, disseminated or distributed as part of the commercial transaction.” “Minor” means “any natural person under 18 years of age.”

Article 2 – The Chamber shall enforce this Policy by:

- Providing a copy of this Policy to each Subscriber as part of its subscription agreement and to which Subscriber must agree before its information is made available to The Chamber; reviewing with each Subscriber this policy and its services prior to placing Subscriber’s link on The Chamber service;
- Promptly investigating complaints from other customers, regulatory bodies, and consumer groups;
- Conducting random “spot checks” of each Subscriber using the Chamber’s service;
- Requiring each Subscriber to provide information regarding the means by which it can be contacted by traditional and electronic channels for the purpose of Subscriber relations, general inquiries, complaint making, or problem resolution.

Article 3 – The Chamber values its relationship with Subscribers and will work with them to ensure compliance with this policy.

- If the Subscriber’s program is determined to be in violation of this policy before being made available on The Chamber’s service, The Chamber shall inform the Subscriber, in writing, why the service violates the policy and will provide guidance to the Subscriber, when requested, to assist in having its program be in compliance with this policy.
- If the Subscriber’s program is on The Chamber service center and then determined to be in violation of this policy, The Chamber shall notify the Subscriber to change its service so that it is in compliance with this policy. If the appropriate correction is not made within 5 business days, the Chamber retains the right to remove any such content that it deems not in compliance.

The Chamber Terms: Subscriber agrees and understands: This agreement is between the subscriber and the Sanibel & Captiva Islands Chamber of Commerce, Inc. and the duration of the contract is one year. This contract will automatically renew for each year unless either party provides sixty (60) days notice prior to any annual billing term. As a condition to become and remain a subscriber to the Chamber’s benefit service, subscriber must be a member in good standing of the Sanibel & Captiva Islands Chamber of Commerce at all times during the term of any subscriber period. Loss of such status, for any reason, entitles The Chamber to disconnect subscriber’s service without refund of any unused portion of the subscription fee. Failure to pay may result in subscriber being disconnected from service. All parties further agree that any dispute over any elements of this agreement will be resolved using either arbitration or judicial proceedings under the jurisdiction of the County of Lee, of the State of Florida.