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In addition you agree that (1) you will not interfere with another Arts DFW customer's use and employment of the Site or Service or disrupt networks connected to the Site and (2) you will comply with all applicable local, state, national and international laws and regulations, including, but not limited to, all laws regarding the transmission of the technical data exported from the United States. Arts DFW reserves the right to monitor, review, retain and/or disclose any information resulting from or relating to

your use of the Service as necessary to satisfy any applicable law, regulation, legal process or governmental request.

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Arts DFW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof), any document, information or other content on the Site, with or without notice to you. You agree that Arts DFW shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service, any document, information or other content on the Site.

TERMINATION:

We may terminate or suspend your access to all or part of the Site and/or your use of the Service, without notice and for any reason, including, but not limited to, for violation of the Terms of Service and Use or engaging in any conduct that we, in our sole discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to our interests, another Customer of the Site or any third party.

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Your right to use the Site is not transferable. Any password or right given to you to obtain information or documentation through the use of the Services is not transferable.

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If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Site; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed work is not authorized by the copyright owner, its agent, or the laws; and (f) a statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

DISCLAIMER OF WARRANTIES;

You expressly agree that your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Arts DFW expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Arts DFW makes no warranty that the service will meet your requirement or that the service will be uninterrupted, timely, secure, or error or virus free: nor does Arts DFW make any warranty as to the

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You specifically agree that Arts DFW is not responsible for unauthorized transmissions, access to or alteration of your transmissions or data sent or received, or not sent or received, or any transactions entered into through the service. You acknowledge that Arts DFW does not control content, information, products or service offered by advertisers or third parties on or through the service, including, but not limited to, information, product or service provided by license to Arts DFW from third parties. Except as otherwise agreed in writing, Arts DFW assumes no responsibility for and makes no warranty or representation as to the accuracy, completeness, reliability, usefulness or decency of content or product distributed or made available by third parties (including, but not limited advertisers) through the service.

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You agree to indemnify and hold Arts DFW, its subsidiaries, affiliates, independent contractors and partners, and their respective officer, directors, shareholders, employees, celebrities, agents, attorneys and representative, harmless from any claim or demand, including reasonable attorney's fee, made by any third party due to or arising out of your use of the Site or Service, your violation of these Terms of Service and Use, or your violation of the rights of any third party.

USE OF INFORMATION:

Arts DFW reserves the right, and you authorize us by using our Site, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. Our Privacy Policy, as it may change from time to time, is a part of the Terms of Service and Use. You further agree that by supplying public information including but not limited to text and images, you are giving Arts DFW the rights to display this public information on the site due to you participating in any of the art competitions, art exhibitions, posts, pages, special sections and in all of the Site's marketing efforts. The artist retains all rights to their supplied text and images, but Arts DFW reserves the right to edit or remove offensive or otherwise illegal images or text from its site.

PAYMENT:

You represent and warrant that if you are participating in any activity from the Site that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

LINKS TO OTHER WEBSITES:

The Site may contain links to other Web sites. We are not responsible for the content accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. The inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

Arts DFW, NON-PROFIT, MARKETING TOOLS AND IMAGE HOSTING:

Arts DFW, provides online marketing tools, including, but not limited to templates, image hosting, badges, counters, etc. Pages outside of the artsdfw.org site that utilize Arts DFW tools (directly or indirectly) must bear the Arts DFW Certified Logo. All computer code generated by Arts DFW tools remain the Intellectual Property of Arts DFW. Arts DFW tools are to be used solely for the participating artist's art-marketing purposes. Misuse of this policy in anyway, may result in the termination of an individual participating artist's use of the Site with no notice.

Arts DFW , NON PROFIT, SITE ART AND COMPETITION/EXHIBITION ENTRIES:

By uploading work to the site, you are authorizing Arts DFW to display your work as it see fit on the site. This includes Arts DFW, archives, Youtube, Artist Showcase, Art Shows, and all other places where member art is displayed at random.

Also by entering Arts DFW competitions and exhibitions, you authorize Arts DFW to display your entry for posterity as part of a historical site record, regardless of whether your use of the site remains active or not.

MISCELLANEOUS:

The Terms of Service and Use shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions. Each party hereto agrees to submit to the exclusive jurisdiction of the courts of the State of Texas or, if appropriate, the United States District Court and waives trial by jury and any objections based on forum non-conveniens or venue. Any lawsuit arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. If any provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Arts DFW failure to exercise or enforce any right or provision of the Terms of Service and Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Arts DFW in writing. The section titles in the Terms of Service and Use are used solely for the convenience of the parties and have no legal or contractual significance. The Terms of Service and Use constitute your entire agreement with Arts DFW. Arts DFW reserves the right to make changes to the Arts DFW Site, these Terms of Service and Use and its disclaimers and policies at any time. Our failure to enforce any provisions of the Terms of Service and Use shall not be deemed a waiver of such provision nor the right to enforce such provision.

Arts DFW Privacy Policy

Arts DFW mailing lists, participating artist lists, and addresses entered into our site's email system are never sold, rented, traded, leased, bartered, or otherwise disclosed, without the consent of the subscriber. We don't appreciate receiving spam and know you don't wish to either.

Arts DFW's participating artist who provide public contact information (public email address, phone numbers, addresses, websites, etc.) do so at their own risk. Participating artists do not need to provide any public contact information, although we do require current contact information for our records in the event that we need to contact you. In the event that someone tries to contact you via our site if you have not provided public information, their message will be forwarded to the member to respect the member's privacy.

Financial Information

All payments made to Arts DFW for goods and service via Arts DFW website is handled by our secure third-party service provider, PayPal. Any changes that need to be made to your submission or payment method must be done through PayPal.com. Arts DFW will never have access to anyone's financial record and shall remain confidential.

Opt out of emails

Arts DFW sends out emails. To opt out, your options include replying to our emails with STOP or contact us directly by emailing info@artsdfw.org. We will be happy to accommodate you.

Updates

In the event that Arts DFW reserves the right at any time and from time to time to modify the privacy policy. Arts DFW is not liable for any contact info information which is not up to date. You agree that Arts DFW shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service, any document, information or other content on the Site.