

WEBSITE RULES

Community Arts Agency (“CAA”) has created and maintains [www.\[your address\].org](http://www.[your address].org) (“the Site”) in support of its mission to provide education, news, information, communication and personal enjoyment to the public concerning its art programming and related matters. Access to and use of the Site is subject to the following Rules (“Rules”) and all applicable laws. Access and use of image and text files and data on this Site also are subject to the following Rules. By accessing and browsing the Site, you accept, without limitation or qualification, the Website Rules and other notices and acknowledge full and complete acceptance of these terms.

1. Purpose

CAA provides access to this site free of charge to provide information about CAA. We welcome visitors to the site but want to make it clear what rules apply to your use of our site.

2. Copyright

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4. Privacy

You may use this site and enjoy its contents without providing any personally identifiable information. The site does not use cookies to collect information about you when you sign on. However, if you volunteer to provide us with any personally identifiable information, including name, address, telephone number, email address, we may collect and store that information and use it to contact you about our programs and other arts-related matters of interest. We may also share this information with selected third parties. Persons under the age of 13 years should not submit any personally identifiable information whatsoever. You may ask us to delete any personally identifiable information about you and cease further contact with you at any time by sending us a request marked “Privacy-Urgent” addressed as follows: [.info@\[your address\].org](mailto:info@[your address].org) or to Community Art Agency, [ADDRESS]

5. Permission

Any party wishing to use any of the Materials from the Site, for any purpose other than the limited purposes identified above, must request and receive prior written approval from CAA. Permission for use is granted on a case-by-case basis at the sole discretion of CAA. For inquiries, please contact:

Chair
Community Arts Agency
[ADDRESS]
[info@\[your address\].org](mailto:info@[your address].org)

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6. Submissions

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7. Warranty Disclaimer

Use of and browsing in the Site are at your risk. Neither CAA nor any other party involved in creating, producing, delivering or maintaining the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, all Materials on the Site are provided "AS IS" WITHOUT A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. CAA assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer, equipment or other property on account of your access to, use of, browsing in, or downloading of any Materials from the Site.

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8. Responsibility

While CAA uses reasonable efforts to include accurate and up to date information in this Site, CAA makes no representations or warranties as to its accuracy. CAA assumes no liability or responsibility for any errors or omissions in the content of the Site.

CAA does not monitor the site at all times, but reserves the right to do so. CAA takes no responsibility for any material input by others and not posted to the site by CAA. CAA is not responsible for the content or privacy policies of any other websites linked to the site; links are provided as Internet navigation tools only.

9. Digital Millennium Copyright Act

For purposes of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. Section 512(c)(2), CAA has designated an agent for notification of claimed infringement:

Chair Community Arts Agency [ADDRESS]

CAA provides this contact info for purposes of the DMCA only and reserves the right to respond only to correspondence relevant to the purposes of DMCA compliance.

The Digital Millennium Copyright Act specifies all infringement claims must be in writing (either electronic mail or paper letter) and must include these elements:

- A. a physical or electronic signature;
- B. identification of the infringed work;
- C. identification of the infringed material;
- D. contact information for the complainant, e.g. address, telephone number, electronic mail address;
- E. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or the law; and
- F. a statement that the information contained in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

10. Security

CAA does not guarantee and assumes no responsibility for breaches of the security of this site or your communications with the site. It is strictly prohibited to link to other sites with this site without CAA’s prior written permission. We may permit some links for convenience, but CAA has no responsibility for the unaffiliated sites to which it is linked or for material posted to this site by anyone other than CAA. You are prohibited from attempting to probe, scan or test the vulnerability of this site system or breach security. Violation of security may result in civil or criminal liability. CAA will investigate occurrences that involve any violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who engage in violations.

11. Links

The Site may contain links to third party sites. CAA has not reviewed all of the sites linked to the Site and is not responsible for any content of any linked site. Your linking to any off-site pages or to other sites is at your own risk. CAA provides these links as a convenience only, and a link does not imply endorsement, sponsorship or any affiliation with the linked site.

12. Prohibited Use

It is strictly prohibited to use or contact this site to disrupt or damage the site, its contents or its security measures or to harass or disparage CAA or its sponsors. When using this site, do not transmit or post any material that is libelous, obscene, threatening, abusive or hateful. No unsolicited email (spam) may be directed to or through this site. You are prohibited from attempting to interfere with the site service, including overloading, flooding, mail bombing, crashing, or hijacking all or part of the site content or deleting or changing any site content.

13. English

The site server which makes this site available is located in the U.S.A. and the content is intended principally for U.S. adult users although this site is available worldwide due to the Internet/World Wide Web. While most of the content of this site is in the English language, the content is posted in the language in which it was created, which may include other languages.

14. Indemnity

You agree to indemnify, defend, and hold CAA, its directors, officers, agents, and employees harmless from all claims, causes, allegations, costs, expenses, fees (including reasonable attorney's fees), judgments, liabilities, losses, and damages arising from or relating to your use of or operation of the Site.

15. Applicable Law

CAA's headquarters are in [CITY], Georgia. This site as well as these rules are subject to the laws of the Georgia and the U.S.A., regardless of the location of the user, and any claims of any kind related thereto must be filed in the courts located in the city of [CITY] and state of Georgia. All users hereby submit to the jurisdiction of local courts.

16. Applicable Rules

Use of this site is subject to these rules and all of the foregoing terms and conditions which you as user accept by contacting and using this site and which govern all use and all results thereof.

ALL USERS OF THIS SITE ARE GOVERNED BY THESE RULES. IF YOU ARE UNWILLING TO ACCEPT THEM AS A USER, SIGN OFF AND DO NOT USE THIS SITE FOR ANY PURPOSE. WE RETAIN THE RIGHT TO REVISE THESE RULES AT ANY TIME. WARNING: ANY USE OF THE CAA SITE IN VIOLATION OF THESE RULES CONSTITUTES TRESPASS AND/OR INFRINGEMENT OF THE RIGHTS OF THE SITE SPONSOR AND MAY RESULT IN LEGAL ACTION AGAINST YOU.