Welcome to Our Website

Welcome to the website (“Site”) operated by The Aldrich Contemporary Art Museum (“Museum,” “we,” “our” or “us”). Please read these Terms of Use, which include our Privacy Policy (collectively, “Terms”) carefully because by visiting our Site, you agree to be legally bound by and comply with our Terms. If you do not agree, please do not use the Site. We reserve the right to revise these Terms from time to time. If you continue to use the Site after we post revisions, you agree to the revised terms.

Termination

We reserve the right to terminate these Terms, our Site, and any services or content offered through our Site at any time without notice for any reason. The “Disclaimers,” “Limitation of Liability,” “Indemnification,” and “General” sections of these Terms (along with any other provision that by its terms contemplates survival) will survive any termination.

Limitation of Liability

Under no circumstances will the museum or its directors, officers, employees, or agents be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar damages (including lost revenues or profits, loss of business, or loss of data) arising out of or related to your use of our site, services, or content or these Terms, regardless of the theory of liability, whether tort (including negligence), contract, or any other legal or equitable theory. The aggregate liability of the museum and its directors, officers, employees, and agents for any claim of any nature whatsoever based on any loss, liability, or injury arising from your use of our site or your breach of these terms, including from errors, omissions, interruptions, or inaccuracies in our site, services or content for damages of any nature is $100. Some jurisdictions do not allow a limitation of liability for these kinds of damages, so these limitations or exclusions may not apply to you.

Indemnification

You agree to indemnify and hold the Museum and its directors, officers, employees, and agents harmless against all liabilities, losses, damages, and costs (including reasonable attorneys’ fees) that any of the indemnified parties may incur arising out of your use of our Site, services or content or your violation of these Terms. The Museum reserves the right to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with all cooperation we reasonably request.

Disclaimers

The services and content available through our site are available “as is” and “as available.” We make no representations or warranties about the accuracy, completeness, timeliness, reliability, or non-infringement of any services or content available through our site (or through links to third-party websites), including that our site, services, or content will be uninterrupted or error-free. We reserve the right to correct any errors, omissions, interruptions, inaccuracies or other issues concerning our site, services, and content. If you rely on our site, services or content, you do so entirely at your own risk.

Contact Us / Questions

If you have any questions about our Terms, including our Privacy Policy, or our Site, please contact us at membership@aldrichart.org.
These Terms, which includes the Privacy Policy, are the complete agreement between you and the Museum regarding your use of our Site, supersede all other agreements (oral or written) between you and the Museum, and are governed by and should be construed according to the laws of the State of Connecticut applicable to agreements made and completely performed in Connecticut, unless doing so would lead to the application of the laws of another jurisdiction.

You irrevocably agree to: (i) bring any claim or dispute relating to your use of our Site and these Terms exclusively in the state and federal courts located in the State of Connecticut and County of xx; (ii) submit to the exclusive jurisdiction of those courts; and (iii) waive any objection to those courts based on inconvenience or other reasons. You may not assign your rights under these Terms without the Museum’s prior written consent, and any attempted assignment will be null and void. If a court of competent jurisdiction determines that any provision of these Terms is unenforceable for any reason, then that provision will be deleted (or, if possible, modified in a manner that reflects the original intent as closely as possible) and the remaining provisions will be enforceable to the fullest extent permitted by law (unless doing so would deprive either party of a material benefit of these Terms). The failure of a party to assert any right under these Terms will not be considered a waiver of that party’s right. The word “including” in these Terms is intended to be illustrative and means “including without being limited to.”

All content of this website is copyrighted either by the Museum or by third parties who have granted permission for their materials to be included on this site. The content of this site is available solely for personal, education, noncommercial use only, or for fair use as defined in the United States copyright laws. All other use without explicit permission is strictly prohibited. Users must abide by all copyright notices and restrictions and include all copyright, trademark, credit, author and source of the content as they would material from any printed work, and the citations should include the URL www.thejewishmuseum.org.

The Aldrich Contemporary Art Museum expressly prohibits the use, downloading, copying, display, publication, distribution, transmission, modification, reposting or exploitation for commercial or public purposes of the Protected Content, except for the limited purposes described above.

Our Site has been developed with attention to the World Wide Consortium’s web accessibility initiative so that our Site will be available to a broader audience.
About the Site

Site Design & Site Development
Design: Sagmeister & Walsh
Development: Shift Lab

Accessibility
This website has been developed with attention to the World Wide Web Consortium’s (W3C) web accessibility initiative (WAI), striving to comply with the AA accessibility checkpoints. The WAI promotes usability and accessibility for people with disabilities. The W3C promotes good practice amongst the web community via initiatives like WAI Web Contact Accessibility Guidelines.

Linking to Our Site
The Aldrich Contemporary Art Museum does not authorize or prohibit links to its web site provided that any such link does not connote an endorsement by or affiliation with the Aldrich.

Legal Notices & Rights
By using this site, you are agreeing to comply with and be bound by the Terms and Conditions outlined below.

Privacy Policy

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Transfer of Information to the United States
Our servers are located in the United States. If you are located outside of the United States, please be aware that information you provide to us will be transferred to the United States. By using our Site or providing your Personal Information, you consent to this transfer and the collection, storage, processing, and use of your Personal Information in the United States and as described in this Privacy Policy. Please be advised that your Personal Information will be protected in accordance with United States law, but this may not be the same level of protection as is legally required in the European Union or other jurisdictions.

Sharing Information
We may share your Personal Information with service providers who help us operate our Site. We also reserve the right to disclose and use Personal Information and other information to enforce this Privacy Policy and our Terms, to take action regarding suspected illegal activities; to protect the rights, safety or property of any one; to comply with law or legal process (e.g., a search warrant, subpoena, statute, or court order); in connection with a merger, consolidation, or reorganization or a sale or transfer of some or all of our assets or a similar transaction; or for other reasons we determine in good faith are necessary, appropriate, or required by law.
Security

The Museum strives to keep your Personal Information secure and uses commercially reasonable efforts to safeguard it from unauthorized use. Of course, no security measures can be guaranteed to be 100% effective, so you use our Site at your own risk.

Children Under Age Thirteen

Our Site offers educational information and activities for children relating to the artistic and cultural heritage of the Jewish people. The Museum, however, does not knowingly collect Personal Information from children under age thirteen. If a parent or legal guardian becomes aware that your child under age thirteen has provided Personal Information to our Site, please contact us at membership@aldrichart.org.

Information We Collect and How We Use It

We collect personally identifiable information from you (e.g., name, mailing address, email address, and social media profile) (“Personal Information”) when you voluntarily provide it to us. The Museum also engages third-party service providers who collect your Personal Information to process transactions and manage and operate parts of the Site to help us fulfill your requests. In some cases, these service providers have separate privacy policies and term of use that govern their collection and use of your Personal Information, and you should review those policies. When our service providers collect your Personal Information, they may provide all or a portion of your Personal Information to the Museum to help us in responding to your requests. For example, when you sign up for our eNews, our service provider will provide your name and email to the Museum; if you shop or make donations online, our service providers will not provide your credit card information to the Museum. Please review the service providers’ privacy policies and terms of use that govern your use of their services:

Online Shop: Shopify
Online Memberships/Donations: Shopify
Online Ticketing: Shopify
Online RSVP: Shopify
News: MailChimp

We will use your Personal Information for the purpose for which you provided it. We may also send you other communications regarding our mission, programs, events, and opportunities that we think may be of interest to you. For fundraising purposes, we may combine and use your Personal Information with information that we have previously collected from you and from publicly available data.

We may also collect anonymous information (that does not include personally identifiable information) about visitors, compile and aggregate the information, and use it or share it with third parties to help us improve your experience on our Site. This information may include the type of browser you use (e.g., Firefox, Google Chrome, or Internet Explorer), your Internet Protocol address (a number assigned to each user by an Internet service provider), the pages you visit on our Site, and so forth. We collect this information through technology such as “cookies,” which are small text files placed on the hard drive of the visitor’s computer. Most Internet browsers will let you disable cookies. If you do so, certain areas of our Site may not function as intended.

Review & Correction of Personal Information; Opt-Out

We will make reasonable efforts to enable you to review your Personal Information and, upon your instructions, to correct inaccuracies in your Personal Information. If you wish to review or correct your Personal Information, or if you would like to request that we not use your Personal Information in certain ways, please contact us at. If you no longer wish to receive communications from us, you can follow the opt-out or unsubscribe instructions in the materials you receive or contact us at: membership@aldrichart.org.

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