



## Legal Notices and Rights

**By using this Site, you are agreeing to comply with and be bound by the Terms and Conditions outlined below.**

### Terms and Conditions

Welcome to the website (the “Site”) operated by The Aldrich Contemporary Art Museum (the “Museum,” “we,” “our,” or “us”). Please read these Terms and Conditions of use, which include our Privacy Policy (collectively, the “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 without notice by posting an updated and revised version of these Terms on the Site. Such revisions are effective immediately upon posting to the Site, and we encourage you to periodically visit this page to review the most current Terms. If you continue to use the Site after we post revisions to the Terms, you agree to the revised terms.

### Indemnification

You agree to indemnify and hold the Museum and its directors, officers, employees, and agents harmless against all liabilities, losses, damages, judgments, 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.

### 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 US\$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.



### **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 (but are under no obligation) 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.

To the maximum extent permitted under law, we disclaim all express or implied warranties of any kind with respect to our Site, services, and content, including any warranty of merchantability, fitness for a particular purpose (even if the purpose has been disclosed to us), and non-infringement. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, or other harmful elements to our Site, we do not warrant that our Site, services, or content will be free from such elements and we are not liable for any damages or harm attributable to them.

### **Trademarks**

The Museum’s name, trademarks, service marks, logos, and other indicia of source are owned by the Museum (“Our Trademarks”). You may not use Our Trademarks: (i) in connection with any product or service that does not belong to us; (ii) in any manner that is likely to cause confusion among the public about the source of any goods or services or confusion about whether we are affiliated with, sponsor, or endorse any goods or services; or (iii) in any manner that disparages or discredits us. Our Site may also display the trademarks of third-party sponsors, supporters, and partners. You may use these third-party trademarks only with the prior permission of the owner of the trademark.

### **Links to Other Websites**

Our Site may contain links to other websites. We have no control over these sites or their content. Be sure to read the privacy policies and terms of use that govern use of third-party sites.

### **Links, Frames, and Metatags**

You may link to our Site as long as the link does not cast us in a false or misleading light or connote an endorsement by or affiliation with the Museum. You may not frame the content of our Site or use metatags or any other “hidden text” that incorporates Our Trademarks without our written consent.

### **General**

These Terms, which include 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 Fairfield; (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 the Museum 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."

## **Copyright / Permissions**

All content of this Site 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, educational, or 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.aldrichart.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.

## **Accessibility**

Our Site 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 Content Accessibility Guidelines.

## **Reservation of Rights**

All rights not expressly granted by the Museum herein are specifically and completely reserved.

## **Contact Us / Questions**

If you have any questions about our Terms, including our Privacy Policy, or our Site, please contact us at [general@thealdrich.org](mailto:general@thealdrich.org).



## About the Site

Site Design & Development

Design: The Aldrich Contemporary Art Museum and Sagmeister & Walsh

Development: Perry Garvin Studios

## Privacy Policy

Last updated: August 27, 2020

Welcome to the website (the “Site”) operated by The Aldrich Contemporary Art Museum (the “Museum,” “we,” “our,” or “us”). The Museum is committed to protecting your privacy when you visit our Site. This Privacy Policy is part of our Terms of Use (collectively, the “Terms”). Please read this Privacy Policy carefully because by visiting our Site, you agree to be legally bound by and comply with its terms. If you do not agree, please do not use the Site.

We reserve the right to revise this Privacy Policy from time to time without notice by posting an updated and revised version of this Privacy Policy on the Site. Such revisions are effective immediately upon posting to the Site, and we encourage you to periodically visit this page to review our most current Privacy Policy. If you continue to use the Site after we post revisions to this Privacy Policy, you agree to the revised privacy policy.

## 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 third-party service providers who help us operate our Site (“Service Providers”). We will not sell or rent this information to anyone. We 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 anyone; 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 believes that it uses commercially reasonable efforts to safeguard it from unauthorized use. However, no Internet security measure can



be guaranteed to be 100% effective in maintaining the security of personal data. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of information you transmit to us at any time, and you transmit such information at your own risk. We bear no liability for uses or disclosures of personal data or other data arising in connection with theft of the information or other malicious actions.

### **Children Under Age Thirteen**

Our Site offers educational information and activities for children relating to contemporary art. The Museum, however, does not knowingly collect Personal Information from children under age thirteen. If a parent or legal guardian becomes aware that their child under age thirteen has provided Personal Information to our Site, please contact us at [general@thealdrich.org](mailto:general@thealdrich.org).

### **Review and 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 [[general@thealdrich.org](mailto:general@thealdrich.org)]. 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 [general@thealdrich.org](mailto:general@thealdrich.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.

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. In addition, the Museum may use your Personal Data to contact you if you initiate correspondence with us. For example, if you email us, we may respond using the contact information you provide. 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.

The Museum engages Service Providers to process transactions and manage and operate parts of the Site to help us fulfill your requests, and we may occasionally refer you to a Service Provider’s website for help in serving you. These Service Providers may have access to your Personal Data. This privacy policy applies only to the Museum’s Site, and not to our Service Providers’ sites. Our Service Providers may have separate privacy policies and terms 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. The Museum restricts the Service Providers from using the information for purposes other than for which they are provided. By submitting your Personal Information, you agree to such usage of your Personal Information by our Service Providers.

### **Links to Third-Party Websites**

Solely for your convenience, the Site may offer links to third-party websites and content providers not owned by or affiliated with the Museum and over which we have no control. If you follow any link to a third-party site, you leave the Site. The Museum is not responsible for the privacy practices and policies of such websites and shall not have any liability for activities conducted by or at any third-party website accessed through the Site. We encourage you to review other websites' privacy policies to find out how they protect your privacy.

### **Cookies**

We may collect, or contract with third parties to 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. These third parties are required to maintain the confidentiality of all such information.

The information collected may include the type of Internet 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.

### **Surveys and Contests**

From time to time, the Museum may request information from users via surveys or online contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice of whether or not to disclose this information. Information requested may include contact information (e.g., name and email address) and demographic information (e.g., zip code and age level). Contact information provided for online contests will be used to notify winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site and will not be sold or rented to third parties.

### **Social Media**

We maintain a presence on social networking platforms such as Facebook, Instagram, Twitter, and YouTube, and we incorporate some social networking features onto our website. These social media companies are not operated by the Museum, and use of their services is governed by their own privacy policies. You are encouraged to review the privacy policies of those websites to find out how they protect your privacy.



When you access or interact with the Museum through a social media platform, we may have visibility to your profile name and other Personal Information you have made public in connection with that particular social media platform. The social media companies may collect and share anonymous aggregate metrics with us regarding use, such as the total number of clicks, shares, users' demographics (e.g., age range, gender, location). This Privacy Policy applies to such information as well.

**Do-not-track Disclosures**

Some Internet browsers may transmit “do-not-track” (“DNT”) signals to the websites with which the user communicates. We currently do not change our tracking practices in response to DNT settings in your Internet browser.

**Contact Us / Questions**

If you have any questions about our Privacy Policy, Terms, or Site, please contact the Museum at [general@thealdrich.org](mailto:general@thealdrich.org).