

Terms of Use

Welcome to the website for the East End African American Museum and Center for Excellence dba Southampton African American Museum (the “Website”) is a service offered by East End African American Museum and Center for Excellence dba Southampton African American Museum (“SAAM”) These Terms of Use (the “Terms”) describe the terms and conditions applicable to all users’ access to and use of the Website are a binding contract between you and us Please read to learn the rules and restrictions that govern your use of our website, products, services (the “Services”), and charges, taxes, and fees we bill you by purchasing tickets or any financial transactions via our Website. You must agree to and accept all of the Terms, or you don’t have the right to use the Services. By using the Service in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms shall incorporate by reference SAAM’s Privacy Policy found on the Website.

1. *Agreement to Terms and Updates:* By accessing or using the Website, you acknowledge that you have read, understand and agree to be bound by these Terms, including the Privacy Policy incorporated herein by this reference, which form an agreement between you and SAAM that is effective as if you had signed it. YOUR ACCESS TO AND USE OF THE WEBSITE AND ITS CONTENTS ARE SUBJECT TO ALL TERMS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOUR PERMISSION TO ACCESS OR USE THE WEBSITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED AND YOU MUST DISCONTINUE USE OF THE WEBSITE IMMEDIATELY. SAAM may revise the Terms at any time by posting the revised Terms on the Website, and you agree that your use of the Website after such changes will constitute your acceptance of such changes. SAAM may make changes to the Website, Content (defined below), Activities (defined below), products, services or features of the Website at any time. You understand and agree that SAAM may discontinue or restrict your use of the Website at any time for any reason or no reason with or without notice.

2. *Permitted Users:* The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you are a parent or guardian and believe SAAM may have inadvertently collected personal information from your child under age 13, please notify SAAM immediately by sending an email to info@saamuseum.org detailing the basis of your belief and your request.

3. *Permitted Uses:* The Website and its content, including without limitation text, graphics, audio, animation, videos, logos, icons, images, media, data, charts, maps, software and other information and materials (“Content”), is the sole and exclusive property of SAAM or other content providers or users. You agree not to access the Website by any means other than through a standard web browser or mobile device. You agree not to remove, modify or obscure any acknowledgements, credits or legal notices on the Website or in the Content. Special terms may apply to some products, services or features offered on the Website, surveys or promotions that may be offered on the Website (collectively, the “Activities”). Such special terms or rules (which may include official rules and expiration dates) may be posted in connection with the applicable

Activity. By participating in any Activity you will become subject to those terms or rules. We urge you to read the applicable terms or rules which are linked from the particular Activity, and to review our Privacy Policy which, as part of these Terms, governs any information you submit in connection with such Activities. Any special terms or rules are in addition to these Terms and, in the event of a conflict, any such terms or rules shall prevail over these Terms.

4. *Privacy Policy:* Please review the Privacy Policy for the Website, which is incorporated in these Terms. If you do not agree with the Privacy Policy, you are not authorized to use the Website.

5. *Proprietary Rights:* You acknowledge and agree that, as between SAAM and you, all right, title, and interest in and to the Website and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights, are owned exclusively by SAAM, its affiliates, suppliers, vendors or licensors (collectively, "SAAM Entities") and are protected by United States intellectual property and other applicable laws. You may use the Website and the contents contained in the Services solely for your own individual non-commercial and informational purposes only. Any other use, including for any commercial purposes, is strictly prohibited without our express prior written consent. Systematic retrieval of data or other content from the Services, whether to create or compile, directly or indirectly, a collection, compilation, database or directory, is prohibited absent our express prior written consent.

6. *Your Indemnity of SAAM:* You agree to hold harmless and indemnify SAAM, its employees, agents, representatives and third-party content, distribution, advertising or other strategic partners from and against any third-party claim arising from or in any way related to your use of the SAAM site, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys fees, of every kind and nature. If SAAM receives notice of such a claim from someone other than the member whose use of the site is in question, SAAM will provide that member with written notice of such claim, suit or action, at the email address provided by that member at the time of registration.

7. *Copyright and Other Intellectual Property:* The content on SAAM site, including without limitation, the text, software, graphics, photos, and videos, is owned by or licensed to SAAM, subject to copyright and other intellectual property rights under United States Copyright Act and trademark laws, foreign laws, and international conventions. SAAM reserves all rights not expressly granted in and to the website and said content. Other than as expressly permitted, you may not engage in the unauthorized use, copying, or distribution of any of said content. All copyright, trademarks, service marks and other intellectual property rights in this site (including the design, arrangement, and look and feel) and all material or content supplied as part of the site, other than user-generated content, shall remain at all times the property of SAAM, its affiliates, associated companies, and/or licensors. The names, images and logos identifying SAAM are proprietary marks of SAAM, its associated companies and/or affiliates. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any trademark or service mark of SAAM, its associated companies and affiliates, or any third party unless expressly stated otherwise.

8. *Notice and Procedure for Making Claims of Copyright Infringement:* Pursuant to Title 17, United States Code, § 512(c)(2), if you believe in good faith that your

copyrighted work has been reproduced and is accessible on the Website in a way that constitutes copyright infringement, please provide our DMCA Agent with a written communication containing the following information.

IMPORTANT NOTE: ONLY DMCA NOTICES WILL RECEIVE A RESPONSE.

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Services that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- (d) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by you or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of you or someone authorized on the copyright owner's behalf, to assert infringement of copyright and to submit the statement.

Claims of infringement which include the above required information must be submitted via postal mail or e-mail to SAAM's DMCA Agent as follows: info@saamuseum.org.

9. *Links to Other Websites:* The Website may contain advertisements, postings and links to websites operated by other parties. The Website provides these advertisements, postings and links as a convenience, and your use of other websites is at your own risk. The advertisements, postings and linked sites are not under the control of SAAM which is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply endorsement of information, material, products or services of any other party or any other website. SAAM disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that SAAM is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

10. *Modifications:* SAAM reserves the right at any time to modify, suspend or discontinue, temporarily or permanently, the Website, Content or Activities, or any portion thereof, with or without notice. You agree that SAAM will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, Content or Activities.

11. *Suspension and Termination:* SAAM reserves the right, at its sole discretion, immediately, with or without notice, and with or without cause to suspend, discontinue, or terminate your access to the Website, Content or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that SAAM shall not be liable to you or any third party for any such suspension, discontinuance or termination.

12. *Disclaimers and Limitation of Liability:* THE WEBSITE AND ALL CONTENT ON THE WEBSITE ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SAAM MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE AND CONTENT IS AT YOUR SOLE RISK. SAAM MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAAM DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE OR THE CONTENT, EVEN IF SAAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. *Exclusions and Limitations:* Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

14. *Notice Required by California Law:* Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice: Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the provider of this service, in writing, at The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

15. *Governing Law and Disputes:* Any dispute between you and SAAM arising out of or relating to these Terms, the Privacy Policy, the Website or its Content shall be governed by, and will be construed in accordance with, the laws of the State of New York, without regard to choice of law principles. You agree to submit to the jurisdiction and venue of the federal and state courts located in Southampton, New York. The Website is controlled within the United States of America and is directed to individuals residing in the United States. Those who choose to access the Website from locations outside of the United States do so on their own risk, and are responsible for compliance with local laws. SAAM does not represent that the Website or Content is appropriate outside the United States of America. SAAM reserves the right to limit the availability of the Website for any person, geographic area or jurisdiction at any time in its sole discretion. You are required to comply with all applicable laws and regulations in connection with your use of the Services, and such further limitations as may be set forth in any written or on-screen notice from us. By using the Services, you represent and warrant that you will not use the Services for any purpose that is either unlawful or prohibited by this Agreement. We reserve the right to disclose any information about you or your use of the Services in connection with any investigations by us or law enforcement authorities as may be appropriate or necessary to satisfy any applicable law, regulation, legal process or governmental request.

16. *Arbitration Agreement*: PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SAAM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. Both you and SAAM acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, SAAM's officers, directors, employees and independent contractors ("Personnel") are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

(a) *Arbitration Rules; Applicability of Arbitration Agreement*. Any dispute arising out of or relating to the subject matter of these Terms shall be finally settled by binding arbitration in Southampton, New York. The arbitration will proceed in the English language, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

(b) *Costs of Arbitration*. The JAMS rules will govern payment of all arbitration fees. The parties shall initially equally split all arbitration fees. The prevailing party will be entitled to receive the costs of the arbitration as well as payment of the other party's attorneys' fees and costs in arbitration.

(c) *Small Claims Court*. Furthermore, either you or SAAM may assert claims, if they qualify (under \$5,000.0), in small claims court in Southampton, New York.

(d) *Waiver of Jury Trial*. YOU AND SAAM WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and SAAM are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and SAAM over whether to vacate or enforce an arbitration award, YOU AND SAAM WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions*. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE MEMBER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER MEMBER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out*. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address:, postmarked within 30 days of first accepting these Terms. You must include (1) your name and residence address; (2) the email address and/or telephone number associated with your account; and (3) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or SAAM to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party and both you and SAAM agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Southampton, New York, or the Suffolk County District of New York.

17. *Miscellaneous:* If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. SAAM's failure to act with respect to any failure by you or others to comply with these Terms does not waive SAAM's right to act with respect to subsequent or similar failures. These Terms, together with the Privacy Policy, set forth the entire understanding and agreement between you and SAAM with respect to the subject matter hereof. You may not assign or transfer your rights or obligations under this Agreement without the prior written consent of SAAM, and any assignment or transfer in violation of this provision shall be null and void. SAAM reserves the right to seek all remedies available at law and in equity for violations of these Terms or special terms or rules set forth on the Website, including without limitation the right to block access from a particular internet address.