

# Terms and Conditions of Use

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Effective 01.13.2016

## Overview

Welcome! This website or service is owned and operated by The GRAMMY Museum® Mississippi (“**GRAMMY Museum® Mississippi**,” “us,” “our,” or “we”), and is operated by Cleveland Music Foundation, LLC. (the “**Operator**”). These Terms and Conditions of Use (“**Terms of Use**”) set forth the terms and conditions under which you are authorized to use our website at [grammymuseumms.org](http://grammymuseumms.org) (including any subdomains and mobile versions, the “**Site**”), and interact with our other on-site or web-enabled technologies, such as Bluetooth beacons, interactive kiosks, or future technologies. We may refer to the Site and related web-enabled technologies collectively as our “**Digital Services**.”

**Through your use of our Digital Services, you consent to the practices described in these Terms of Use.**

To the extent additional rules or guidelines affect your use of our Digital Services, those rules and guidelines (including our [Privacy Policy](#)) are hereby incorporated by reference into these Terms of Use. By using any of our Digital Services, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should immediately stop using our Digital Services.

## Description of Service

Our Digital Services primarily provide information about events or activities held at GRAMMY Museum® Mississippi, and other content we think would be of interest to you. To the extent new services, content or features are added to our Digital Services in the future, your use thereof is subject to these Terms of Use.

## Third-party Services and Content

Our Digital Services are intended primarily for informational purposes. We enable you to inquire about the various services and events at GRAMMY Museum® Mississippi, and we provide links for you to purchase tickets through third party ticketing services. Your use of these features and other content or services provided by third parties—including third-party links to other websites on the Internet—are not governed by these Terms of Use. You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any third-party site or service, or any use of your information by those third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than GRAMMY Museum® Mississippi will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party or use of your information by those third parties. Your use of those third-party websites and services is subject to the terms of use and privacy policies posted on each site or service, and we encourage you to review those terms of use and privacy policies.

## Donations

Our Site offers the ability for you to make donations to GRAMMY Museum® Mississippi through links on our Site. However the donation transaction, including the collection of your credit card information and processing of the payment, are handled by PayPal, and not by us.

## Modifications and Interruption to the Digital Services

We reserve the right to modify or discontinue all or any portion of our Digital Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee

continuous, uninterrupted or secure access to our Digital Services, or that operation of our Digital Services will be uninterrupted or error free. You understand that usage of our Digital Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## Your Representations

As a condition of your right to use our Digital Services, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from accessing the Digital Services under the laws of the United States or any other country.

## Restricted Activities

You may not engage in any of the following with regard to the Digital Services (including without limitation posting or transmitting content through the Digital Services), and you agree not to use the Digital Services to:

- (1) violate or encourage the violation of any local, state, national, or international law or regulation;
- (2) collect or store personal data about other users of our Digital Services or solicit personal information from any individual;
- (3) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (4) send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by GRAMMY Museum® Mississippi in its sole discretion;
- (5) infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (6) promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- (7) disrupt or interfere with the security or use of the Digital Services or any websites or content linked to them;
- (8) interfere with or damage the Digital Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Digital Services;
- (9) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) GRAMMY Museum® Mississippi or create or use a false identity;
- (10) attempt to obtain unauthorized access to the Digital Services or portions thereof that are restricted from general access;
- (11) use any meta tags or any other "hidden text" utilizing the GRAMMY Museum® Mississippi name, trademarks, or product names;
- (12) attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Digital Services;
- (13) engage in any activity that interferes with any third party's ability to use or enjoy the Digital Services; or
- (14) assist any third party in engaging in any activity prohibited by these Terms of Use.

Further, without our written consent, you may not:

- (1) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any of GRAMMY Museum® Mississippi's content or any use of or access to the Digital Services;

- (2) use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Digital Services or monitor or copy our web pages or the content contained thereon;
- (3) deep link to the Digital Services for any purpose; or frame the Digital Services, place pop-up windows over any content, or otherwise affect the display of the Digital Services.

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You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under 75-24-1 of the Mississippi Code Ann.

## **Indemnification**

You agree to indemnify and hold GRAMMY Museum® Mississippi Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your use of our Digital Services in a manner not permitted by these Terms of Use, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Digital Services using your computer, mobile device or account.

## **Copyright and Trademark Information**

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## **Providing Feedback to GRAMMY Museum® Mississippi**

We welcome your comments and feedback about our Digital Services. All information and materials submitted to GRAMMY Museum® Mississippi through the Digital Services or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Digital Services or the business of GRAMMY Museum® Mississippi (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but GRAMMY Museum® Mississippi reserves the right to treat any such Feedback as the confidential information of GRAMMY Museum® Mississippi.

By submitting Feedback to GRAMMY Museum® Mississippi, you assign to GRAMMY Museum® Mississippi Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. GRAMMY Museum® Mississippi Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

## **Dispute Resolution**

Any dispute arising out of or relating in any way to your use of our Digital Services or any products, services, or information you receive through our Digital Services, shall be submitted to confidential, binding arbitration in Bolivar County, Mississippi before one arbitrator. The arbitration shall be administered by the American Arbitration Association pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. No arbitration under these Terms of Use may be joined with another arbitration related to the subject matter hereof. Notwithstanding the foregoing arbitration requirement, with regard to any actual or potential violation of our intellectual property rights, we may seek injunctive or other appropriate relief in the courts of Bolivar County, Mississippi, and you hereby consent to the exclusive jurisdiction of such courts and waive all objections thereto. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

## **Governing Laws**

The laws of the state of Mississippi and the United States govern these Terms of Use and any claims arising out of or relating to use of the Digital Services, without giving effect to any choice of law rules. We make no representation that our Digital Services are appropriate, legal or available for use outside of the United States. With the exception of any matters subject to arbitration as described above, the state and federal courts located in Bolivar County, Mississippi will serve as the venue for any actions brought, or claims made, arising out of your use of our Digital Services.

## **Compliance with Laws**

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use our Digital Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

## **Changes to These Terms**

We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to our Digital Services, without further notice to you. Your continued use of any of our Digital Services after such modifications are posted constitutes your acknowledgement and acceptance of such

modifications, and you may not amend these Terms of Use.

## **Other Terms**

If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of GRAMMY Museum® Mississippi. You agree that these Terms of Use and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or otherwise. These Terms of Use shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a contributor to our Digital Services. You agree and understand that these Terms of Use together with any other applicable click- through agreements you may have entered into regarding our Digital Services, constitutes the entire agreement between you and GRAMMY Museum® Mississippi regarding your use of the Digital Services, and that any other prior agreements between you and GRAMMY Museum® Mississippi are superseded by these Terms of Use. Any failure by GRAMMY Museum® Mississippi to exercise its rights under these Terms of Use or to enforce the terms hereof will not constitute a waiver of those rights. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Digital Services or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **Contact Us**

If you have any questions about these Terms of Use, please feel free to contact us by email at [marketing@grammymuseumms.org](mailto:marketing@grammymuseumms.org).

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## **Notice for Mississippi Users.**

Under Mississippi Code Ann. 75-24-1, et seq., the Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Attorney General of the State of Mississippi may be contacted in writing at P.O. Box 220, Jackson, MS 39205, or by telephone at (601) 359-3680.