

International Sculpture Center

publisher of Sculpture magazine

Terms & Conditions

The International Sculpture Center's websites – www.sculpture.org and www.sculpturemagazine.art are provided to you under these terms and conditions ("Terms and Conditions"). The ISC may at any time revise these Terms and Conditions by updating this posting. By accessing, browsing or using ISC websites, you accept and agree to, without limitation or qualification, these Terms and Conditions (and any amendments).

You are encouraged to visit this page from time to time to review the current Terms and Conditions.

Copyright & Trademark

The text, images, data, audio and video clips, and other content on ISC websites ("materials") are protected by copyright and may be covered by other restrictions as well. The ISC, and relevant third parties, own and expressly reserve all rights, including copyright, in whole and in part, throughout the world, in the materials on ISC websites. ISC websites, and the materials contained therein, may be used only as set forth in these Terms and Conditions or by obtaining explicit written permission from the ISC and/or the relevant copyright or other rights holder. Any unauthorized use or modification of the materials on ISC websites may violate copyright laws, trademark laws, the laws of privacy and publicity, contract, and communications regulations and statutes and any other applicable laws. The ISC expressly reserves all rights and remedies available under said law, regulations and statutes.

You may not distribute, modify, transmit, reuse, download, repost, copy, or use the contents of ISC websites for public or commercial purposes, or for personal gain, without the express prior written permission of the ISC.

You may use ISC websites for limited non-commercial, educational, and personal use only, or for "fair use" as authorized in the United States copyright laws, and provided further that you also retain all copyright and other proprietary notices contained on the materials and cite the author and source of the materials. The ISC neither warrants nor represents that your use of any materials displayed on ISC websites will not infringe its rights or the rights of third parties not owned by or affiliated with the ISC. Material under copyright owned by a third party may not be used in any form and may not be copied or downloaded without permission from the holder of the underlying copyright.

Anyone wishing to use the materials from this website for purposes other than as authorized herein must obtain prior written approval. Permission for such use may be granted on a case-by-case basis at the sole discretion of the ISC or the appropriate rights holder. A usage fee may be charged depending on the nature of the proposed use. For all inquiries regarding permissions, please contact us at isc@sculpture.org.

The institutional names, exhibition names, and other trademarks, logos, and service marks (collectively, the "Trademarks") displayed on ISC websites, including "The International Sculpture Center" or "Sculpture magazine" and variations

thereof, are registered and unregistered Trademarks of the ISC. The Trademarks of third parties may also be displayed on this website. Nothing contained on ISC websites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on ISC websites without the prior written permission of the ISC or such third party that may own the Trademarks displayed on ISC websites. Any unauthorized use of the Trademarks or any other materials is strictly prohibited.

Accuracy of Information

The ISC will use reasonable efforts to include accurate and up-to-date information, but makes no warranties or representations as to its accuracy or completeness. The ISC shall not be liable for damages of any kind arising out of your access or inability to access ISC websites or your reliance on the information posted on ISC websites.

Hyperlinks

The ISC has not reviewed all of the sites linked to or from ISC websites and has no control over and is not responsible for the content or privacy policies of any offsite pages or other sites linked to or from ISC websites. Any sites linked to or from ISC websites (regardless of whether they are affiliated with the ISC) are for your convenience only, and you access them at your own risk. Any information that you may provide to such third party sites is at your own risk.

Privacy

The ISC takes care to respect the privacy of its online visitors. Information that can identify an online visitor is collected at ISC websites only when voluntarily offered by the visitor and a visitor has given consent for us to do so. Any identifying information is never shared with any third parties without your consent. We do our best to protect your data. Our sites are secure and protected by firewalls. If there is a breach that affects your information, we will inform you immediately. You have the right to withdraw your consent at any time by contacting us. Apart from data we store online, member and subscriber information is stored on a secure server in house to provide services to our customers. This information is held indefinitely unless we are informed of your desire to be deleted from our system. You have the right to request this at any time.

ISC websites may collect non personal information from online visitors in order to track the total number of visitors to the site in aggregate form and identify the type of Internet browser and operating system. This information allows us to continually improve our site. Information that can identify a visitor, such as a name or address, is not collected while browsing, nor does the ISC require disclosure of such information before allowing the user access to any non-member portion of its website. In member areas, we require your consent to collect your personal data. By entering your email you give the ISC consent to contact you via that email.

Commercial Transactions

With the exception of transactions involving membership and otherwise conducted through the ISC Store, the ISC's websites – www.sculpture.org and www.sculpturemagazine.art are not intended to be dedicated to effecting commercial transactions. Through Portfolio, www.sculpture.org provides a searchable online directory offering ISC members an opportunity to post examples of their work that may be viewed by a worldwide audience. The ISC is not involved in any transactions between members, or between members and non-members, whether originating as a

result of a posting in Portfolio or otherwise. As a result, the ISC has no control over any such transactions. Any transactions conducted between ISC members, or between ISC members and non-members, whether originating as a result of a posting in Portfolio or otherwise are being undertaken by the transacting party at their own risk and without involvement, representation or warranty of the ISC.

Although the ISC tries to verify the accuracy of the information provided by our members, user verification on the Internet is difficult. Thus, the ISC cannot and does not confirm the purported identity of each user of our website and users of our website transacting business with other users of our website should be cautious to evaluate the identity of the other and do so at their own risk without involvement, representation or warranty of the ISC.

In the event that you have a dispute with one or more users, you release the ISC (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

The ISC does not control the information provided by its members that is made available through Portfolio. You may find such information to be offensive, harmful, inaccurate, or deceptive. Please note that there are also risks of dealing with international trade. By using our website, you agree to accept such risks and agree that the ISC is not responsible for the acts or omissions of users of ISC websites.

Disclaimer of Warranties

The ISC assumes no liability for any errors or omissions in the content of ISC websites. The ISC is engaged in an ongoing process of updating and revising the materials on ISC websites. The ISC further reserves the right to withdraw any image, text, or data from ISC websites at its sole discretion at any time. The ISC assumes no liability for any damages or losses that may occur to you or any third party based on its actions. In the event that ISC websites are unavailable, either on a temporary or permanent basis, the ISC assumes no liability for any losses that may occur to you or any third party arising out of the unavailability of ISC websites.

All materials on ISC websites are provided "as is" and "as available" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular use, copyright subsistence, copyright ownership and/or non-infringement of copyrights or other proprietary rights of any third party. We do not warrant that the site be will uninterrupted or error-free, or that any defects or will corrected.

The ISC 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 use of ISC websites or your downloading of any materials from ISC websites.

Limitation of Liability

The ISC, its affiliates, trustees, directors, officers and employees, and other agents and representatives shall have no liability for any damages, including without limitation, direct, indirect, consequential, compensatory, special, punitive, or incidental damages (even if we have been advised of the possibility of such damages) arising out of or relating to the use of this website. Your use of ISC websites is at your sole risk.

Compliance with Laws; Indemnification

You agree to indemnify and hold the ISC and its affiliates, trustees, directors, officers and employees, and other agents and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms and Conditions, any documents referenced or incorporated herein by reference, or your violation of any law or the rights of a third party.

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our website.

Postings & Submissions

From time to time, ISC members and non-members may have an opportunity to post information, images or other materials to ISC websites. You agree that you will comply with all requirements and procedures for posting on ISC websites, including any applicable web policies that the ISC may provide. The ISC does not endorse any opinions or recommendations posted or transmitted by you or others. Any materials posted or transmitted on ISC websites are the responsibility of the person or persons posting the materials. It is strictly prohibited to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic material or any material that could constitute conduct that would be considered a criminal offense, give rise to civil liability, a violation of privacy or publicity, or otherwise violate any law. The ISC shall have the right, but not the obligation, to remove, refuse or delete any content for any reason whatsoever.

The ISC is under no obligation to monitor or review discussions, chats, postings, transmissions, bulletin boards, or other similar materials on ISC websites and assumes no responsibility or liability arising from such content or materials or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, danger, or inaccuracy contained in any information within such locations on ISC websites.

Any communications or material you transmit to ISC websites and/or to the ISC domain by electronic mail or otherwise, including but not limited to any data, questions, comments, or suggestions will be treated as nonconfidential and non-proprietary. Anything that you transmit or post may be used by the ISC or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, The ISC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to ISC websites and/or to the ISC's domain for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing such products using such information. You also acknowledge and agree that the ISC will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose information or materials in our possession.

Digital Millennium Copyright Act

For purposes of the Digital Millennium Copyright Act (DMCA), 17 U.S.C. §512(c)(2), the ISC has designated an agent for notification of claimed infringement as follows: International Sculpture Center, Attn: Executive Director, 14 Fairgrounds Road, Suite B, Hamilton, New Jersey 08619. The ISC provides the

above contract information for purposes of the DMCA only and reserves the right to respond only to correspondence that is relevant to this purpose.

Severance & Waiver

You acknowledge and agree that if any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Furthermore, if any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

The ISC's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the ISC.

Choice of Law; Jurisdiction; Venue

The Terms and Conditions are governed by the laws of the State of New Jersey without regard to its conflict of laws rules. Each party hereby irrevocably consents to exclusive jurisdiction and venue of the state and federal courts located in Mercer County, New Jersey.

Entire Agreement

These Terms and Conditions constitute the entire agreement between the ISC and you and govern your use of ISC websites, and you agree and acknowledge that any other agreements between you and the ISC are superceded and of no force or effect.

For questions and concerns please contact:

Johannah Hutchison

Executive Director

isc@sculpture.org

609-689-1051 ext. 304