



# Focus on Book Arts Terms of Use Agreement

Focus on Book Arts (FOBA) is a 501(c)(3) non-profit organization for charitable and educational purposes specifically to develop and present a biennial conference with workshops, lectures, exhibits, and other activities related to the book arts. We provide a website with access to registration, information about the biennial conference, social media and a newsletter.

## **1. Acceptance of Agreement**

By accessing this Site, you agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the Site. This Agreement constitutes the entire and only Agreement between Focus on Book Arts and you for use of the Site, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, including the Content and Services provided by or through the Site. You agree to review the Agreement prior to using or gaining further access to the Site. Focus on Book Arts may amend the Agreement from time to time without specific advance notice to you. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Site at any time. Focus on Book Arts may immediately terminate the use of the Site by any user if that user has used the Site in any way contrary to the Agreement or the law or in any way that disrupts the Site. If you are dissatisfied with the terms, conditions, rules, policies, guidelines or practices of the Site, including those in this Agreement, your sole and exclusive remedy is to discontinue using the Site and Services.

## **2. Copyright**

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## **3. Limited Right to Use**

Notwithstanding the foregoing, and subject to the terms and conditions of this Agreement, you are hereby granted the right to: (i) input your applicable information, as requested by the Services, within and through the Site; (ii) access, view and use the Site for your personal, non-commercial use; and (iii) download, store, and print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content.

#### **4. Order Acceptance and On-line Payment**

Upon the completion of the registration process, Focus on Book Arts will provide you with a confirmation and further instructions. Your receipt of an electronic message or form or other form of confirmation of payment signifies the receipt of acceptance of your payment.

In the event of a delay in or failure of performance under this Agreement by Focus on Book Arts which arises by reason of force majeure, including without restriction an act of God, an act of any government or any governmental body, an act of war or terrorism, the elements, a strike, a lockout or a labor dispute, or any cause beyond the reasonable control of Focus on Book Arts, Focus on Book Arts shall not be responsible, and Focus on Book Arts shall use its commercially reasonable efforts to mitigate the effect of such force majeure, but nothing in this clause shall require Focus on Book Arts to settle a labor dispute in order to render performance.

You hereby waive and release Focus on Book Arts from any and all claims for damages or compensation arising from such delay or failure of performance.

#### **5. Editing, Deleting and Modification**

Focus on Book Arts reserves the right in its sole discretion to edit or delete any documents, information, forms or other content appearing on the Site.

#### **6. Indemnification**

You agree to release, indemnify, defend and hold Focus on Book Arts and its officials, employees, agents and representatives harmless from any liability, loss, claim and expense, including reasonable lawyer's fees, related to your violation of the Agreement or use of the Site.

#### **7. Collection, Use and Disclosure of Personal Information**

The collection, use and disclosure of personal information provided to Focus on Book Arts through this Site is governed by our privacy policy. Please refer to Focus on Book Arts privacy policy.

## **8. No Harmful Use**

You agree not to introduce into or through the Site any information or material which may be harmful to others.

## **9. Responsible conduct.**

We encourage a free and open exchange of ideas in a climate of mutual respect. Any action by a user that infringes on another user's right to use and enjoy our site is prohibited. We reserve the right, but does not assume any obligation, to monitor your online conduct to enforce these Terms of Use. Without limitation, we reserve the right to remove any information or materials that are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable to us in our sole discretion and to disclose any information necessary to satisfy the law, regulation, or government request. We reserve the right to permanently block any user who violates these terms and conditions.

## **10. Links.**

We may provide links from our site to other sites as a convenience to our visitors. We have no control over linked sites and make no representations about any content or material available at these locations. Links are not intended to imply sponsorship, affiliation or endorsement.

## **11. DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY AGREE THAT USE OF THIS WEB SITE IS AT YOUR SOLE RISK. THERE IS NO WARRANTY THAT YOUR ACCESS TO OR USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE; OR THAT ANY PARTICULAR RESULTS MAY BE OBTAINED BY USE OF THIS SITE. THIS SITE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, OTHER THAN THOSE WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER WE NOR ANY OTHER PERSON OR ENTITY PROVIDING CONTENT VIA THIS SITE SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

## **12. Privacy Policy**

Focus on Book Arts will not collect any data from attendees that is beyond what is required for the running of the conference or workshops. Any details collected will not be shared with any 3rd party unless specifically agreed by the attendee beforehand. We will keep your email safe and not use it for spam. We may use attendee emails to send

occasional newsletters that are closely related to the business of Focus on Book Arts. Any said newsletters will provide an easy unsubscribe option.

### **13. Applicable Law**

This Site originates in the United States. The Site and the Agreement will be governed by and construed in accordance with the laws of Oregon, and the United States, without regard to conflict of law principles. Any claims, disputes or legal proceedings arising out of or in connection with the Site or the Agreement shall be brought solely in the courts of Oregon state. By accessing or using the Site you expressly submit to the exclusive jurisdiction of those courts, without regard to the conflict of laws principles thereof, to determine any claim, action or proceeding arising out of or in connection with the Site and the Agreement.