



## Terms of Use

Welcome to the ***fusionaa.org*** website, operated by Fusion Arts Alliance (“Client”, or “we” or “us”). Fusion Arts Alliance (FAA), is an independent cooperative of artists, by artists, for artists, incorporated as a Non-profit, tax- exempt operation under Indiana Law and Internal Revenue Service Code 501(c)3. FAA is organized and operated for educational and charitable purposes for the benefit of our respective communities and for its empowered members in Grant County, Indiana.

We exist to build a community that supports and advances the arts, and celebrates cultural diversity by empowering local artists with opportunities to grow creatively and professionally.

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By accessing the Website, you agree to be bound by these Terms of Use and all applicable federal, state, and local laws and regulations.

### Privacy Policy

We value and respect your privacy. If you use the Website, you agree that your activities are covered by our Privacy Policy.

### Use of Publications, Trademarks, and Logos

We provide information and resources on ***fusionaa.org***, including articles, press releases, photographs, client stories and case studies, reports, newsletters, video broadcasts, e-newsletters, quarterly updates, Client’s annual reports, and interviews with personnel, corporate and community partners, clients, and volunteers (collectively, “Publications”). Unless otherwise expressly stated, all content provided on the Website is intellectual property that belongs to us.

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### Links to Other Websites

Links on the Website that lead to outside services and resources are provided for convenience only. We do not control the accuracy or availability of the those outside services and resources. Client does not endorse those organizations or the information provided by other organizations. Any concerns regarding any such service or resource, or any link, should be directed to the particular service or resource.

### **Third Party Content**

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### **No Guarantees**

Though we strive to keep the information available on the Website current and accurate, errors can and do occur. We provide the information on the Website with no representations or guarantees of accuracy, completeness, or timeliness. Client will not be liable to you or any other person for any damages that result from the use or inability to use the Website, or as a result of any content, information, services, or resources made available through the Website.

### **Indemnification**

You agree to indemnify and hold harmless each of us, our affiliates, officers, directors, employees and volunteers from any claim or demand, including reasonable attorneys' fees, made by any third party due to, arising out of, or related to your use of this Website, the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any person or entity.

### **About These Terms – General Provisions**

If we do not immediately take action to address a violation of these Terms of Use, we are not waiving our rights to take action in the future. If any particular provision of these Terms of Use is found to be unenforceable, that provision will be severable and will not affect any of the other provisions.

### **Changes to the Terms of Use**

We reserve the right to make changes to any information or services on the Website, including these Terms of Use, without notice to you. The most current Terms of Use will be posted here on the Website and will be effective upon posting. The Effective Date will be posted with the most current Terms of Use. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms of Use.

**Effective Date:** January 20, 2020

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