

## **VAE's NING membership directory policies**

### VAE Membership Privileges

VAE members are entitled to special privileges on [www.visualartexchange.ning.com](http://www.visualartexchange.ning.com) including the ability to post events, be featured and participate in discussions.

### Terms of Use

These terms of use apply to the Visual Art Exchange Ning site; "site" therefore means the site at [www.visualartexchangening.com](http://www.visualartexchangening.com) and any pages on it.

### Definitions

"we", "our" or "us" means Visual Art Exchange, which has its office at 325 Blake Street, Raleigh NC 27601

(Unless the context otherwise requires) "you" and "your" means anyone using this site, whether they have read these terms of use or not.

"Membership Material" means anything uploaded onto the site by a member.

### Use of Site

By using the site you confirm your agreement to these terms of use, whether you have read them or not.

We reserve the right to change these terms of use at any time. Your continued use of this site indicates your agreement to the changed terms of use.

### Membership

To enable you to participate in the social network on the site, we are using the services of a social networking tool called "Ning" that allows you to create, join or browse social networks. Your use of the site is subject to Ning's rules which can be found here:

<http://visualartexchange.ning.com/main/authorization/termsOfService?previousUrl=http%3A%2F%2Fvisualartexchange.ning.com%2F> and these

terms of use which are additional to Ning's rules.

We reserve the right to make additional or different rules or apply additional or different standards to these rules at any time. We may apply rules retrospectively if we wish.

If you behave in a way that breaches these terms of use or upload Membership Material that breaches these terms of use, then we can terminate your membership or take other action which we are legally entitled to take.

We do not monitor Membership Material before it goes on the site. Use of the site is therefore at your own risk. However if you find any Membership Material on the site which you consider breaches these terms of use or Ning's rules, please let us know at this address:  
info@visualartexchange.org

We reserve the right to remove any Membership Material which we believe breaches these terms of use or for any or no reason.

Once you're a member, you agree that you are responsible and liable for any activity associated with your name. So, be vigilant about the use of your name and password and don't share these with anyone.

### Liabilities

We disclaim any liability with regard to the site and any actions resulting from your interaction, participation or membership of the site. We are not responsible for any damage, injury, loss or harm you or anyone else suffers as a result of this site. This includes all consequential loss, direct and indirect loss, loss of profit, incidental loss, punitive damages and special loss, as well as any other loss or damage now known or invented.

The site is provided "as is" and "as available" and we make no warranties or representations at all about the site or the Membership Material. To the fullest extent permitted by law, we and everyone associated with us give no warranties in respect of this site. All representations, warranties or conditions implied by law, trade, custom or otherwise are expressly excluded to the fullest extent permitted by law.

### Your Warranties

In exchange for us giving you the opportunity to post, upload, input, provide or submit your Membership Material on the site, you warrant and represent that:

- you own or otherwise control all of the rights to Membership Material you provide, including all third party rights. This means that you own, or have a license from whoever owns, all the material in any Membership Material you provide – including footage, music, performances, people's images and voices, artwork, graphics etc.
- the Membership Material you upload onto the site does not breach these terms of use.

### Intellectual Property

Except for Membership Material, all trade marks, these terms of use, footage, the code, meta data, footage or other intellectual property on this site are the property of us, and are subject to copyright. Unless explicitly authorized, reproduction of any such materials or intellectual property is not permitted. Unauthorized modification, sale, copying, hiring, lending, transmission and broadcasting is prohibited.

### Privacy

You don't like spam and nor do we. We will only use your personal information for the purposes of this site. We won't disclose your personal information to anyone not directly connected to this website or us. We certainly won't sell it. We may contact you regarding Membership Material you provide.

If we are required by law to disclose your personal information (or reasonably believe that we are required to), then we will, but only to the limit of what we believe the law to be.

If you have any questions about this Privacy Policy, feel free to email: [info@visualartexchange.org](mailto:info@visualartexchange.org)