

CAEA Terms of Use Policy

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Use of this site constitutes an Agreement with the following Terms and Conditions:

1. The California Art Education Association (henceforth referred to as the CAEA) maintains this Web site (henceforth referred to as "the Site") as a benefit to its members and as a courtesy to those who may choose to access the site (henceforth referred to as "the user" or "users").

2. The information provided on the Site is for educational and information purposes only. Any references to commercial products or trade names are made with the understanding that no discrimination is intended, nor is there an endorsement by the CAEA of any products or companies involved.

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4. The Site contains links and references to third-party Web sites. The linked sites are not under the control of the CAEA and the CAEA is not responsible for the contents of any linked site or any link contained in a linked site. The CAEA provides these links only as a convenience, and the inclusion of a link or reference does not imply endorsement, sponsorship, or approval of the linked site by the CAEA.

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OR ANY LACK OF AVAILABILITY OR OPERATIONAL PROBLEM OF, THE SITE; OR (D) ANY VIRUSES OR OTHER CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR USE OF THE SITE. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law. If the user is dissatisfied with any information provided on the site or with any of its terms and conditions of use of the site, user's sole and exclusive remedy is to discontinue using the site.

6. The user agrees not to do the following:

1. Interfere (or attempt to interfere) with the operation of the Site. This includes, without limitation, (a) interfering with, defeating, or circumventing any security function of the Site, or attempting to do so, or (b) accessing, or attempting to access, any portion of the Site that You are not authorized to access. Unauthorized access (or attempts) may subject You to civil and/or criminal penalties.

2. Post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by CAEA) information or material.

3. Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

4. Post, store, or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes except in any areas of the Site specifically designated for such purpose (and subject to applicable Site rules).

5. Use the Site to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, spyware or other harmful or disruptive component.

6. Use the Site to post, store, or transmit materials in violation of another party's copyright or other intellectual property rights. You are solely responsible for determining whether any material You post, store, or transmit is subject to a third party's rights;

7. Use the Site for any unlawful purposes.

8. Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Site.

7. The user agrees to defend, indemnify, and hold harmless CAEA and its Affiliates and all of their directors, officers, members, employees, agents, representatives, contractors, content providers,

affiliates, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from the user's use of the Site, any breach by the user of this Agreement, or any other matter for which the user is responsible hereunder or under law.

8. Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by CAEA of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

9. Any disputes arising in connection with these Terms and Conditions shall be resolved by binding arbitration in Northern Virginia by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The award shall be enforceable in any court having jurisdiction thereof. The validity, construction, and performance of these Terms and Conditions Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. This Site is controlled and operated by CAEA from its offices and/or a web hosting company within the United States. CAEA makes no representation that materials on the Site are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Site are illegal is prohibited. If the user chooses to access this Site from other locations, the user does so on the user's own volition and is responsible for compliance with any applicable local laws.

10. No joint venture, partnership, employment, or agency relationship exists between the user and CAEA as a result of this Agreement or the user's utilization of this Site.

11. These Terms and Conditions, the CAEA Copyright Policy, the CAEA Privacy Policy and the CAEA Linking Policy, which are hereby incorporated as if set forth fully in these Terms and Conditions, represent the entire agreement between the User and CAEA with respect to the user's use of and material available on or through this Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the user and CAEA with respect to this Site. CAEA reserves the right to amend these Terms and Conditions, the CAEA Copyright Policy, the CAEA Privacy Policy and the CAEA Linking Policy from time to time without notice to the user. Any rights not expressly granted herein are reserved.

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1. Offering an easy and convenient process to communicate with the CAEA, board members, regional vice presidents, division leaders, and its issues groups online;
2. Improving the level of membership service from CAEA;
3. Expanding and accelerating access to electronic art education content and services;

The California Art Education Association (CAEA), in its sole discretion, will determine whether the external Web site meets the mission of the organization and its specified informational purposes. The inclusion of a hypertext link to an external Web site is not intended as an endorsement of any product or service offered or referenced on the linked Web site, the organization's sponsoring said Web site, or any views that might be expressed or referenced in the Web site.

Hypertext links to external Web sites and pages may be removed or replaced at the sole discretion of CAEA, at any time without notice.

In the event you discover problems with or have concerns regarding the format, accuracy, timeliness or completeness of a linked external Web site, please contact the specific organization responsible for the linked external Web site. The California Art Education Association does not control nor is it responsible for any linked external Web sites' or content.

CAEA Web site Accessibility Statement

The California Art Education Association is committed to providing access to our Web pages for individuals with disabilities, both members of the public and Federal employees.

CAEA meets the Web Accessibility criteria as stated in the Web Accessibility Initiative found online at: <http://www.w3.org/WAI/>