

## **Terms of Use – United States**

**Last Updated: September 24, 2024**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

### **1. These Terms of Use Are a Contract Between You and Us**

A. Binding Contract. These terms of use (“**Agreement**”) are a contract between you and the International Child Art Foundation (ICAF), a District of Columbia incorporated 501(c)(3) nonprofit with offices at 2549 Virginia Avenue, NW, Washington, DC 20037, USA. Other than as expressly stated herein, there are no third-party beneficiaries of this Contract.

B. Agreement. You represent to ICAF that you have read, understood, and expressly agree to be bound by this Agreement, and the terms, conditions, and notices contained or referenced herein, whether you have created an online account (and agree to this Agreement at the time you created that account) or whether you simply browse, use, or access this website. If you do not agree to the Agreement, you may not use this website.

C. Amendments. We may need to make changes to any portion of this Agreement from time to time and for many reasons, including to reflect updates or changes in law. You are responsible for periodically reviewing this Agreement for updates and amendments. By continuing to use this website you will be deemed to have agreed to and accepted any amendments. If you do not agree to any change to this Agreement, you must discontinue using this website.

D. Accounts. To participate in the art contest, we require you to create an account. You agree that any information you provide and maintain is accurate, current, and complete, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person’s username, password, or other account information, or another person’s name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of the information you provide, including contact information for a parent or guardian.

E. Passwords and Security. You agree that you will not share your account or account information with others. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password, or other account information, or of any other breach of security that you become aware of involving your account.

G. Electronic Notice. You consent to receive notices, including agreements, disclosures, contest prizes, and other communications, electronically from us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.

H. Termination or Suspension. We may terminate or suspend your access to your account, and/or terminate this Agreement if required by law or if we have objective reason to believe you have engaged in or encouraged infringement or any other illegal conduct as it relates to your use of this website.

### **2. Usage Rules**

A. ICAF’s programs and contests may evolve and will change over time. We reserve the right to make such changes. If required by law, we may also need to suspend, restrict, or terminate your access to this website.

B. Internet, Browser, and System Requirements. You may need a high-speed Internet connection and/or minimum system and/or browser requirements to access and use this website. You are required to review the minimum requirements necessary for the use of this website.

C. Mobile Networks. When you access this website through a mobile network, your network or roaming provider’s messaging, data and other rates and fees may apply.

D. Malware. You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage this website or interfere with any person use of this website.

#### 4. Administrative Fee

A. Identity of Seller. If you have questions about your ICAF's Administrative Fee, please contact ICAF at the address provided and we will assist you.

B. Payments. When you provide payment information, you represent and warrant that the information is accurate. We reserve the right to utilize third-party payment card updating services to obtain current expiration dates on credit cards and debit cards.

#### 5. Contests

Contests and other similar promotions that you enter on may be subject to official rules and/or conditions that are supplemental to this Agreement. If you wish to participate, please first review the applicable official rules and/or conditions.

#### 6. Disclaimers and Limitations on Liability

WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION; OR YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS.

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

#### 7. User-Generated Content

A. Submissions of Artwork. By uploading your art on this website means that no confidential or fiduciary relationship is intended or created between you and us in any way.

B. User Generated Content. Your artwork that you upload to this website ("**User Generated Content**") may be accessible and viewable by the public. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

In most instances, we do not claim ownership of your User Generated Content; however, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights for the full duration of those rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, transform, adapt, create derivative works based upon, publicly communicate, make available, and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised, in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, without attribution (to the extent this is not contrary to mandatory provisions of applicable law), and without the requirement of permission from or payment to you or any other person or entity. You agree that submission of User Generated Content does not establish any relationship of trust and confidence between you and us, and that you have no expectation of compensation whatsoever (except as may be specifically stated in the contest).

You warrant that your User-Generated Content conforms to this Agreement and that you own or have the

necessary rights and permissions including, without limitation, all copyrights in the User-Generated Content, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by this Agreement; and you agree to indemnify and hold us harmless from any claims or expenses (including attorneys' fees) by any third party arising out of or in connection with our use and exploitation of your User Generated Content resulting from your breach of this Agreement. You also agree to waive and not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our agents or representatives.

We may monitor, screen, post, remove, modify, store and review User-Generated Content at any time and for any reason, including to ensure that the User-Generated Content conforms to this Agreement, without prior notice to you. We may terminate your account and access to this website if your User Generated Content violates this Agreement. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

## **8. BINDING ARBITRATION AND CLASS ACTION WAIVER**

YOU AGREE TO RESOLVE ALL DISPUTES BETWEEN YOU AND ICAF THROUGH BINDING INDIVIDUAL ARBITRATION AND AGREE TO A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, and not state law, governs the interpretation and enforcement of this arbitration agreement. Any demand for arbitration must be filed with ADR Services, Inc. ("ADR Services") (<https://www.adrservices.com/>). If ADR Services is not available to arbitrate, the arbitration will be conducted by National Arbitration and Mediation ("NAM") (<https://www.namadr.com/>). The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with this Agreement. The arbitration will be conducted by a single, neutral arbitrator. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online will take place in the District of Columbia.

If we initiate an arbitration against you, we will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration, you will be responsible for the nonrefundable initial filing fee and other applicable fees, as required by ADR Services or NAM. ADR Services sets forth fees for its services, which are available at <https://www.adrservices.com/rate-fee-schedule/>.