

Agreement of Terms

Welcome to Bismarck Art & Galleries Association online Web services. Before registering, please take a few minutes to review the Terms and Conditions associated with the use of this site and this free service. Thank you for your business!

Terms and Conditions

Services

BAGA provides a service that enables its members to make payments on classes/workshops and memberships using accepted credit cards.

> Service Limitations

BAGA will take commercially reasonable efforts to make your experience with our service a productive and pleasant one. However, technical or other difficulties cannot always be foreseen. These difficulties may result in the loss of data, personalized settings, or other service interruptions.

>Service Changes and Discontinuance

BAGA reserves the right to change or discontinue, temporarily or permanently, this on-line service at any time without notice. You agree BAGA will not be liable to you or any third party for any damages associated with any notification or discontinuance of the service.

Conditions for Use:

For your benefit and security and to comply with applicable laws, we have a few mandatory guidelines. Any conduct that violates these usage conditions is grounds for termination of your enrollment in this service. For this reason, you are asked to carefully read and follow these conditions.

> Provide Accurate Information:

- You agree to provide true, accurate, current, and complete information as requested.
- You agree not to misrepresent your identity.
- You agree to keep your account information up to date and accurate.

> Obey the Law:

- You agree not to use this service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of other's privacy, abusive, threatening, or obscene, or that infringes on the rights of others.

> Unauthorized Access and Use:

· These electronic services are provided for the use of BAGA patrons for BAGA's business purposes only. The actual or attempted unauthorized access, use, or modification of this system is strictly prohibited by BAGA. Unauthorized users are subject to criminal and civil penalties under state, federal or other applicable domestic and foreign laws. The use of this system may be monitored and recorded for administrative and security purposes. Anyone accessing the system expressly consents to such monitoring and is advised that if such monitoring reveals possible evidence of criminal activity, Indiana Farmers Mutual Insurance Company may provide evidence of such activity to law enforcement officials.

> Proprietary Rights:

· You acknowledge and agree that BAGA owns the rights to this web site and the content displayed on the site. You are only permitted to use this content as expressly authorized. BAGA retains any and all of its copyrights and other exclusive rights to the entire site. Except as otherwise allowed by law, no right is given to otherwise use, copy, print, download, transfer, display, perform, reproduce, license, post, forward, transmit, distribute, or publish any information from this site, in whole or in part, without the advance written permission of BAGA.

Rights You Grant to BAGA:

> Access:

· In order to ensure that BAGA is able to provide high quality services, you agree BAGA employees may have access to your account and records as reasonably needed to investigate complaints and/or otherwise provide service and support, as needed.

Disclaimer of Warranties:

You expressly understand and agree that:

> Your use of this service is at your own risk and this site and all content, material, information software, products and services provided on this site are provided on an "as is" and "as available" basis. **All warranties of any kind whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement are hereby expressly disclaimed BAGA. BAGA makes no warranty that:**

- The site will meet your requirements.
- The site will be available on an uninterrupted, timely, secure, or error-free basis.
- The quality of the products, services, information, or other material purchased or obtained by you through this site will meet your expectations.
- Any errors in technology will be corrected.

Any content, materials, information or software downloaded, or otherwise obtained through the use of the site is done at your own discretion and risk BAGA shall have no responsibility for any damage to your computer system or loss of data that results from the download of any content, materials, information, or software.

BAGA reserves the right to make changes or updates to the site at any time without notice.

Limitation of Liability

> By using this site, you, as user, agree to expressly limit BAGA from any and all liability for any direct, indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use, incurred by you as user or any third party, whether, in an action in contract or tort, arising from access to, or use of, this site.

Some of the limitations may not apply to you if you live in a jurisdiction that forbids or does not allow them.

Indemnification:

> You agree to defend, indemnify and hold harmless BAGA from any and all claims, liability, damages, losses or expenses (including, but not limited to, reasonable attorneys fees and costs) caused by or arising from your use of this service, your violation of the Terms and Conditions, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone, or any other loss arising out of or in any way connected with access or use of this site.

Applicable Law:

> All matters relating to access to and use of this site shall be governed by Indiana law. Any legal action or proceeding relating to your access to, or use of, shall be governed in accordance with the laws of the State of Indiana. You and BAGA agree to submit to the jurisdiction of, and agree that the venue is proper in the State of Indiana in any such legal action or proceeding.

Miscellaneous:

> Amendments:

· The agreement cannot be changed or any of BAGA rights waived unless BAGA expressly agrees in writing or you continue using this service following the receipt of notice of any changes proposed by BAGA.

> Assignments:

· This agreement is personal to you and you may not assign it to anyone.

> Severability:

· If any provision of these Terms and Conditions is held to be unforeseeable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

> Entire Agreement:

· All terms and conditions set forth herein constitute the entire understanding between you and BAGA.

Contact Information:

Questions regarding these Terms and Conditions may be directed to baga@midconetwork.com