Published on *International Bluegrass Music Association* (https://ibma.org)

Terms of Use [1]

International Bluegrass Music Association Terms & Conditions

Last modified: May 11, 2011

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For purposes herein, you or your shall be any person accessing this web site or utilizing any of the services offered by International Bluegrass Music Association including the parent(s) or legal guardian(s) of a minor who utilizes the services of International Bluegrass Music Association for the benefit of such minor.

1. ACCEPTANCE OF TERMS AND CONDITIONS

Welcome to International Bluegrass Music Association. International Bluegrass Music Association and its affiliates provide their services to you subject to the following Terms and Conditions (Terms and Conditions). If you visit or shop at International Bluegrass Music Association, you accept these Terms and Conditions. Please read them carefully. In addition, when you use any current or future International Bluegrass Music Association service (e.g., Your Profile, Virtual Character, and Virtual Credits) or visit or purchase from any business affiliated with International Bluegrass Music Association, whether or not included in the International Bluegrass Music Association web site, you also will be subject to the guidelines and conditions applicable to such service or business.

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International Bluegrass Music Association provides users with access to a rich collection of resources, including online informational services, online advertising services, search services, and personalized content which may be accessed through any various medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for International Bluegrass Music Association to provide the Service.

You also understand and agree that the Service may include certain communications from International Bluegrass Music Association and its members, such as service announcements, and administrative messages, and that these communications are considered part of the Service and you will not be able to opt out of receiving them while sustaining an account with International Bluegrass Music Association. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the Terms and Conditions. You understand and agree that the Service is provided "AS-IS" and that International Bluegrass Music Association assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or International Bluegrass Music Association has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, International Bluegrass Music Association has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. PRIVACY

Please review our Privacy Notice [2], which also governs your visit to International Bluegrass Music Association, to understand our practices.

5. ELECTRONIC COMMUNICATIONS

When you visit International Bluegrass Music Association or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. COPYRIGHT

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9. YOUR ACCOUNT

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Visitors may post reviews, comments, and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the content. International Bluegrass Music Association reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, including but not limited to text, photographs, graphics, audio and video, and unless we indicate otherwise, you grant International Bluegrass Music Association and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant International Bluegrass Music Association and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify International Bluegrass Music Association or its affiliates for all claims resulting from content you supply. International Bluegrass Music Association has the right but not the obligation to monitor and edit or remove any activity or content. International Bluegrass Music Association is a distributor (and not a publisher) of content supplied by third parties and has no editorial control over the content. Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties, including those made in publications offered by our Service, are those of the respective author(s) or publisher(s) and not of International Bluegrass Music Association. Neither International Bluegrass Music Association nor any third-party provider of information guarantees the accuracy, timely availability, completeness or usefulness of any content. Under no circumstances will International Bluegrass Music Association be liable for any loss or damage caused by your reliance on information obtained through the Service. International Bluegrass Music Association is not responsible for either the availability of these outside resources or their content.

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When you register with International Bluegrass Music Association, you acknowledge that in using International Bluegrass Music Association services to send electronic Communications, you will be causing Communications to be sent through International Bluegrass Music Association's computer networks, portions of which are located in Tennessee and other locations in the United States. As a result, and also as a result of International Bluegrass Music Association's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to these Terms and Conditions, you acknowledge that use of the service results in interstate data transmissions.

12. INDEMNITY

You agree to indemnify and hold International Bluegrass Music Association and its board of directors, subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claims, demands, or expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the Terms and Conditions, or your violation of any rights of another.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTERNATIONAL BLUEGRASS MUSIC ASSOCIATION AND ITS BOARD OF DIRECTORS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, ACCURACY OF TRANSLATION, AVAILABILITY, TIMING, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INTERNATIONAL BLUEGRASS MUSIC ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE.

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2. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE

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3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INTERNATIONAL BLUEGRASS MUSIC ASSOCIATION OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INTERNATIONAL BLUEGRASS MUSIC ASSOCIATION AND ITS BOARD OF DIRECTORS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF INTERNATIONAL BLUEGRASS MUSIC ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

15. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 14 MAY NOT APPLY TO YOU.

16. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this Terms and Conditions, there shall be no third-party beneficiaries to this agreement.

17. APPLICABLE LAW

By visiting International Bluegrass Music Association, you agree that the laws of the state of Tennessee, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and International Bluegrass Music Association or its affiliates.

18. DISPUTES

Any dispute relating in any way to these terms and conditions, and/or your use or purchase of International Bluegrass Music Association services or products shall be decided by the courts of the State of Tennessee located In Davidson County, Tennessee, and you hereby agree to the personal jurisdiction and exclusive venue of such courts. To the extent you have in any manner violated or threatened to violate International Bluegrass Music Association's intellectual property rights, International Bluegrass Music Association may seek injunctive or other appropriate relief in any state or federal court in the state of Tennessee, and you consent to exclusive jurisdiction and venue in such courts.

19. SITE POLICIES, AND MODIFICATION

Please review our other policies, posted on this site. These policies also govern your visit to International Bluegrass Music Association. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that International Bluegrass Music Association shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We also, reserve the right to make changes to our site, and policies, at any time. Your continued use of the services and products of International Bluegrass Music Association constitutes you?re acceptance of such changes.

20. TERMINATION

You agree that International Bluegrass Music Association may, under certain circumstances and without prior notice, immediately terminate your International Bluegrass Music Association account, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms and Conditions or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your International Bluegrass Music Association account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in International Bluegrass Music Association's sole discretion and that International Bluegrass Music Association shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

21. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that International Bluegrass Music Association shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

22. LINKS

The Service may provide, or third parties may provide, links to other web sites or resources. Because International Bluegrass Music Association has no control over such sites and resources, you acknowledge and agree that International Bluegrass Music Association is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that International Bluegrass Music Association shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

23. COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

International Bluegrass Music Association respects the intellectual property of others, and we ask our users to do the same. International Bluegrass Music Association has no responsibility for content on other web sites that you may find or access when using International Bluegrass Music Association's products or services. Material available on or through other web sites may be protected by copyright and the intellectual property laws of the United States and/or other countries. The terms of use of those web sites, and not the International Bluegrass Music Association Terms and Conditions, govern your use of that material.

It is International Bluegrass Music Association's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of International Bluegrass Music Association and/or others.

24. GENERAL INFORMATION

Entire Agreement. The Terms and Conditions constitute the entire agreement between you and International Bluegrass Music Association and govern your use of the Service, superseding any prior agreements between you and International Bluegrass Music Association with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other International Bluegrass Music Association services, affiliate services, third-party content or third-party software.

Waiver and Severability of Terms. The failure of International Bluegrass Music Association to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. No Right of Survivorship and Non-Transferability. You agree that your International Bluegrass Music Association account is non-transferable and any rights to your International Bluegrass Music Association ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate or other reasonable notice as determined by IBMA, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any

claim or cause of action arising out of or related to use of the Service or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Source URL: https://ibma.org/terms

Links:
[1] https://ibma.org/terms
[2] http://www.ibma.org/privacy