

TERMS AND CONDITIONS for Pittsburgh Fringe Website and web presences:

This Statement on Terms of Service (“Statement”) governs our relationship with users and others who interact with this website and Pittsburgh Fringe related websites (“website”). By using or accessing this website, you agree to this Statement.

PRIVACY

When you visit this website you provide us with two types of information: personal information you knowingly choose to disclose that is collected by us and website use information collected by us as you interact with our website.

When you interact with this website, you provide us with certain personal information, such as your name, your email address, your telephone number, your address, and any other personal or preference information that you provide to us.

When you enter this website, we collect your browser type and IP address. This information is gathered for all website visitors. In addition, we store certain information from your browser using “cookies.” A cookie is a piece of data stored on the user’s computer tied to information about the user. We use session ID cookies to confirm that users are logged in. These cookies terminate once the user closes the browser. By default, we use a persistent cookie that stores your login ID (but not your password) to make it easier for you to login when you come back to this website. You can remove or block this cookie using the settings in your browser if you want to disable this convenience feature.

When you use this website, you may set up your personal profile, form relationships, send messages, perform searches and queries, set up projects, and transmit information through various channels. We collect this information so that we can provide you the service and offer personalized features.

You post User Content on the website at your own risk. Please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other Users with whom you may choose to share your information. Therefore, we cannot and do not guarantee that User Content you post on the website will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the website. You understand and acknowledge that, even after removal, copies of User Content may remain viewable in cached and archived pages or if other Users have copied or stored your User Content. Any improper collection or misuse of information provided on this website is a violation of the our Terms of Service and should be reported by emailing support@pittsburghfringe.org

If you choose to use our invitation service to tell a colleague about our site, we will ask you for information needed to send the invitation, such as your colleague’s email address. We will send your friend an email in your name inviting him or her to visit the site, and may send up to two reminders to them. The website stores this information to send invitations and reminders, to

register a colleague connection if your invitation is accepted, to allow you to see invitations you have sent, and to track the success of our referral program. Your colleague may contact us at support@pittsburghfringe.org to request that we remove this information from our database.

If you purchase tickets through this service, we share your information including email, first name and last name unless you explicitly opt out of sharing your personal information. You are provided with the opportunity to opt out of sharing your data each time you purchase tickets. By using this website, you are consenting to have your personal data transferred to and processed in the United States.

REFUND POLICY

All sales are final. There are no refunds.

Ticket exchanges can be executed by request for performances in the same show of equal or lesser value before the original show is scheduled to begin. Exchanges after the original performance have played are subject to the approval of the show's producers.

SHARING YOUR CONTENT AND INFORMATION

You own all of the content and information you post on this website

In addition:

1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with this website ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. We always appreciate your feedback or other suggestions about this website, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

SAFETY

We do our best to keep this website safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on this website.
2. You will not collect users' content or information, or otherwise access website, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on this website.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.

8. You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content without appropriate age-based restrictions.
9. You will not offer any contest, giveaway, or sweepstakes (“promotion”) on this website without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
10. You will not use this website to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working of this website, such as a denial of service attack.
12. You will not facilitate or encourage any violations of this Statement.

REGISTRATION AND ACCOUNT SECURITY

Website users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on this website, or create an account for anyone other than yourself without permission.
2. You will not use this website if you are under 13.
3. You will not use this website if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will only post PG rated content. Your show can be rated beyond PG, but your images, blubs and other content can only be PG rated.
6. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account to anyone without first getting our written permission.
8. If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user’s actual name).
9. You will not add a project without first paying the application fee. We have the right to delete any content that has not been paid for.

PROTECTING OTHER PEOPLE’S RIGHTS

We respect other people’s rights, and expect you to do the same.

1. You will not post content or take any action on this website that infringes or violates someone else’s rights or otherwise violates the law.
2. We can remove any content or information you post on this website if we believe that it violates this Statement.
3. If we remove your content for infringing someone else’s copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people’s intellectual property rights, we will disable your account when appropriate.
5. If you collect information from users, you will: obtain their consent, make it clear you (and not this website) are the one collecting their information, and post a privacy policy explaining what

information you collect and how you will use it.

8. You will not post anyone's identification documents or sensitive financial information on this website.

9. We retain the right to remove anyone at our own discretion that is not in keeping with our communal friendly ethos.

AMENDMENTS

1. We can make changes for legal or administrative reasons upon notice.

TERMINATION

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of this website to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time by contacting support@pittsburghfringe.org

DISPUTES

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement in a state or federal court located in Greene County Pennsylvania. The laws of the State of Pennsylvania will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Greene County, Pennsylvania for the purpose of litigating all such claims.

2. If anyone brings a claim against us related to your actions, content or information on this website, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

3. A third party organization, "Hatchery Arts" operating under the name "Hollywood Fringe" and more particularly for this website "Stagey" is the organization that tries TO KEEP THIS WEBSITE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING THIS WEBSITE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS WEBSITE WILL BE SAFE OR SECURE. THIS WEBSITE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR

INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR THIS WEBSITE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THIS WEBSITE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

4. Pittsburgh Fringe LLC WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS FESTIVAL OR THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR THIS WEBSITE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THIS WEBSITE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SPECIAL PROVISIONS APPLICABLE TO USERS OUTSIDE THE UNITED STATES

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on this website (such as advertising or payments).

DEFINITIONS

1. By "website" we mean the features and services we make available, including through our website at www.pittsburghfringe.org and any other Pittsburgh Fringe branded or co-branded websites, sites used to collect information, sites used to market or sell tickets, or social media sites (including sub-domains, international versions, widgets, and mobile versions);
2. By "us," "we" and "our" we mean The Pittsburgh Fringe Festival
4. By "information" we mean facts and other information about you, including actions you take.
5. By "content" we mean anything you post on this website that would not be included in the definition of "information."
6. By "data" we mean content and information that third parties can retrieve from this website
7. By "post" we mean post on this website or otherwise make available to us (such as by using an application).
8. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

9. By “active registered user” we mean a user who has logged into this website at least once in the previous 30 days.

OTHER

1. This Statement makes up the entire agreement between the parties regarding this website, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
6. Nothing in this Statement shall prevent us from complying with the law.
7. This Statement does not confer any third party beneficiary rights.