El Museo del Bario
(“El Museo”)
1230 5th Avenue at 104th Street
New York, NY 10029
info@elmuseo.org

El Museo Website Terms and Conditions

Welcome to the web site (“Site”) of El Museo, located at www.elmuseo.org (“El Museo”). Our Web Site is the public facing information center and gallery for our mission and we hope you enjoy viewing it and interacting with the rich cultural history we present and foster.

By using our web site, you agree to our terms and conditions.

The rights of the artists and art works:

Please respect the rights of the artists and photographers whose works are depicted on our site. You may not copy or reproduce their works without their permission other than personal nonprofit noncommercial scholarly and educational uses. This means that you may not reproduce any of the art on products or reproduce in publications without permission obtained from the respective copyright owner, which may be a third-party artist or artist’s estate, or El Museo. Please respect the rights of others when you use our web site. This includes any trademark on our web site such as our “El Museo” name and logo.

Use of Images:

The text, images, video clips and data on El Museo Site are protected by copyright and may be covered by other restrictions as well. El Museo retains all rights, including copyright, in data, images, software, documentation, text, and other information contained in these files (collectively, the “Materials”). Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, El Museo.

El Museo only allows personal, educational, and other non-commercial uses of the Materials subject to the following terms. The user must (i) cite the author and source of the Materials (ii) cite and links to (when possible) El Museo’s website as the source of the Materials (iii) not remove any copyright, trademark or other proprietary notices including attribution, information, credits and notices that are placed near the Material used and (iv) comply with all terms or restrictions other than copyright (such as trademark, publicity and privacy rights, or contractual restrictions) as may be specified in the metadata or as may otherwise apply to the Materials.

El Museo does not warrant that use of the text, images, and content displayed on the Site will not infringe the rights of third parties not owned by or affiliated with El Museo. You agree to indemnify, defend, and hold El Museo, its affiliates, trustees, directors, officers, employees, or agents harmless from all claims, causes, costs, expenses, fees (including reasonable attorneys’ fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Site.
Unauthorized publication or exploitation of El Museo’s files is specifically prohibited. Anyone wishing to use any of these Materials for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior permission as set forth in these Terms and Conditions.

External resources:

Where our site has links to third party web sites or services, El Museo is not responsible for the content of those other web sites, or their own terms and conditions.

You are responsible for your own use of the web site:

We provide the web site and contents as part of our educational and cultural mission. We hope you enjoy it and by using the web site you confirm that you may choose to view, or not view the web site. Accordingly, you release El Museo and its staff from any liability for any content on the web site you may find offensive in any way. Use of our web site is completely voluntary, and El Museo will not be responsible for any liability arising from you use.

Warranties:

Without limiting the foregoing, all Materials on the Site are provided “AS IS” WITHOUT A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND/OR NON-INFRINGEMENT. El Museo assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your use of the site or your downloading of any Materials from the Site.

Notwithstanding the foregoing, El Museo only allows personal, educational, and other non-commercial uses of the Materials subject to the following terms. The user must (i) cite the author and source of the Materials (ii) cite and links to (when possible) El Museo’s website as the source of the Materials (iii) not remove any copyright, trademark or other proprietary notices including attribution, information, credits and notices that are placed near the Material used and (iv) comply with all terms or restrictions other than copyright (such as trademark, publicity and privacy rights, or contractual restrictions) as may be specified in the metadata or as may otherwise apply to the Materials.

El Museo does not warrant that use of the text, images, and content displayed on the Site will not infringe the rights of third parties not owned by or affiliated with El Museo. You agree to indemnify, defend, and hold El Museo, its affiliates, trustees, directors, officers, employees, or agents harmless from all claims, causes, costs, expenses, fees (including reasonable attorneys’ fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Site.

Unauthorized publication or exploitation of Whitney’s files is specifically prohibited. Anyone wishing to use any of these Materials for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior permission as set forth in these Terms and Conditions.
Unauthorized Commercial Use of Materials:

You may not use the Materials for commercial purposes. This means that you may not sell the Materials or sell materials, products or services that use and incorporate the Materials, nor may you use the Materials to promote or advertise products or services. If you wish to use the Materials for any purpose beyond the permitted uses, such as a commercial use or publication (except as may be permitted by fair use under the copyright law), you must obtain prior written permission from El Museo (or other owner of the Materials as applicable).

Disclaimer of liability

El Museo shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the Site, any information contained on the Site, your or your company’s personal information or material and information transmitted over our system. In particular, neither El Museo nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

Jurisdiction

These Terms and Conditions and any amendments thereto shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. Any dispute arising out of, in connection with, or related to these Terms and Conditions, your visit to the Site, or to any product or services sold or distributed in connection with the Site, shall be brought in any Federal or State court located in New York County and the State of New York. The parties hereby waive any objection that they may have to personal jurisdiction in these courts.

Privacy

For more information on what personal information is collected and used by El Museo, please visit the Privacy Policy page on this website.

Purchasing on the Site

Where products are offered on the Site, El Museo has the right to refuse, limit, or cancel any orders placed on the Site in its sole discretion. Errors in pricing are subject to correction and may be adjusted at any time. Errors in order processing are also subject to correction. A user must be 18 or older to make a purchase on the Site.
When you purchase an item from El Museo store online, El Museo and its third-party merchants and agents will request information necessary to process your purchase or process your membership and acknowledge your contribution: your name, billing and shipping address, telephone number, e-mail address and credit card information. Your credit card information will be stored and used only for the purpose of processing and documenting the transaction. We will retain your personally identifiable information for our records, in order to facilitate better customer service, and to inform you of our products, promotional offers and member benefits.

We do not make your Personal Information available to third parties except as permitted by these Terms and our Privacy Policy.

El Museo del Barrio
1230 5th Avenue at 104th Street
New York, NY 10029
info@elmuseo.org

Last Updated April 1, 2023