



Terms of Service

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The Museum may offer other promotions, such as sweepstakes or contests, that have their own terms of service or rules. If any portion of these Terms conflict with the special terms or rules for any such Museum promotion, the conflicting portion of the special terms or rules will govern for that specific promotion unless stated otherwise.

The Site is intended for adults eighteen years of age or older, and are not available to persons who are not legally eligible to be bound by these Terms. By accessing the Site, you represent that you are eighteen years of age or older. The Museum does not solicit personal information from children. Visitors sixteen years of age and under should remember that they are required to obtain an adult's permission before submitting any personal information to this Site or any other web site or other online service.

The Purpose of the Site

The intended purpose of the Site is to provide visitors with information about the Museum and its Services, including Museum exhibits, events, membership benefits, and how to donate or

otherwise support the Museum in its mission. The Site also is intended to provide visitors with the opportunity to purchase toys, gifts, and other products available through the Site's online store Services.

Any content made available on the Services is provided for informational and transactional purposes only. You agree that you will only use the Services for their intended purposes, and not for other commercial ventures without first seeking approval from the Museum.

You may not use any content on the Services to establish any independent data files, databases, compendiums, or any other reference materials.

By using the Services, you may need to interact with other visitors or users of the Services. You are solely responsible for any such interaction and agree to interact in a manner that is legal, respectable, and consistent with these Terms. The Museum is not responsible for the conduct of any other user who may interact with you, regardless of whether or not it is done through the Services.

Any and all content and products available on or through the Services are subject to availability. Any and all use of the Services is done at your own risk. The Museum will try its best to make content on the Services useful, but the Museum does not warrant that any content on the Services will be accurate or reliable.

Changes to Terms

The Museum reserves the right to modify these Terms at any time without prior notice. You should visit the Site from time to time to review and ensure you agree with the current version of these Terms. By continuing to use the Services after any changes to these Terms are made, you agree to be bound by such amended Terms. The Museum will highlight any change to these Terms for thirty days after such change(s) is/are made.

License

The Museum hereby grants you a revocable and nonexclusive right and license to use and access the Services (including any underlying software) in a manner that is consistent with these Terms and the intended purposes of the Services. The Museum reserves the right to terminate this license for any or no reason and at any time without notice to you including, but not limited to, for breach of any of these Terms.

Intellectual and Other Property

Unless stated otherwise, all content available on or through the Services is the property of the Museum including, but not limited to, all marks, logos, names, text, data, messages, documents, pictures, images, video, audio, graphics, links, software and its underlying code, domain names, or any other electronic content or files (collectively referred to as "Museum

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There may be other content on the Services not owned by the Museum, and you should respect those property rights as well. All rights not expressly granted herein are reserved to the Museum.

Sales and Payment Terms

You can place orders for products through the Site and certain related Services. When you purchase a product, make a donation online, or pay for a membership to the Museum, we may require the collection of certain personally identifiable information such as your name, billing and shipping address(es), telephone number, email address, credit card information and other payment method information in order to complete your purchases. We may share such information with our third-party payment service providers. Your credit card information and other payment information will be used only as needed to process your transaction.

You agree to make all applicable payments in connection with any order you place. By placing an order through the Services, you agree that: (a) any credit card, debit card or other payment method information you supply is true and complete; and (b) you will pay the applicable price listed, as well as any shipping and handling charges and applicable taxes. Museum products you purchase are for personal or gift use and not for commercial use.

The Museum can withdraw any product from being offered through the Services at any time and for any reason. Prices listed through the Services are stated in U.S. dollars, and do not include any shipping and handling charges or applicable taxes. Such charges and taxes will be communicated to you before you place an order and you are responsible for paying such

charges and taxes. You agree to indemnify and hold the Museum harmless from and against any liabilities, interest, penalties, or fees assessed against you or the Museum arising from or related to your failure to pay any such taxes. All prices are subject to change at any time. Purchases made through the Services are not intended for resale and may not be refunded or exchanged unless stated otherwise.

All orders are subject to acceptance by the Museum. The Museum reserves the right not to accept your order for any reason or no reason. The Museum reserves the right to restrict multiple quantities of a product being shipped to any one customer or postal address.

The Museum, or our third-party service providers, will pack the products you order for shipment in accordance with standard practices. You may choose the method of shipment and timing of delivery for products ordered and will be charged shipping and handling charges accordingly. Title to Museum products and risk of loss will pass to you upon the Museum's delivery of products to the shipping carrier. You acknowledge that all scheduled shipment dates are estimates only. The Museum will make reasonable efforts to meet the scheduled shipment dates, but in no event will the Museum be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.

Links to Third-Party Sites

The Services may contain links to external web sites, apps, social media platforms or other online services not controlled by or affiliated with the Museum. If you use these links, you will leave the Services. The Museum provides these links to you only as a convenience, and is not responsible for the content available through such linked third-party services including, without limitation, any links displayed on such web sites, apps or other services. You access and use any linked third-party services at your own risk.

The display of any links are not meant to imply that the Museum guarantees, approves, recommends or endorses the linked third-party services or any information, content or products available on those linked web sites, apps or other services. The links are not meant to indicate any association with the Museum. The Museum is not responsible or liable for any linked third-party services, nor does the Museum warrant that such third-party services or any information available through such services are current, accurate, or error-free. If you access or use any linked web sites, apps, or other third-party services, you will be subject to the terms of use, privacy policy, and other terms or policies applicable to those third-party services. You should consult the applicable third-party terms and policies to make sure you agree with them before using any third-party service.

The Museum may also allow interaction between the Services and other third-party services such as Facebook, Twitter, Instagram, YouTube, and/or other social media platforms. This may include "Like" or "Share" buttons or other interactions through third-party buttons or plugins on the Services that when used, may allow you to share content from our Services with other persons on or through the third-party services or elsewhere. Please consult the privacy policies

of these third-party services before using them to make sure you are comfortable with the level of sharing that will take place once you interact with them. The Museum has no control over these third-party services and you use these interaction functions at your own risk. The Museum is in no way liable for any harm to you as a result of using one of these interaction functions.

Acceptable Use Policy

In connection with your access to and/or use of the Services, you agree not to:

- Violate any federal, state, or local laws or regulations.
- Discuss, incite, or promote illegal activity.
- Upload or post anything that imposes an unreasonable or disproportionately large strain on the Museum’s network or computer infrastructure.
- Upload or post any inappropriate or offensive content or language.
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Services.
- Engage in any behavior that attempts to hack into or gain unauthorized access to protected areas of the Services or the Museum’s computers, servers or networks, or to any computers or systems used by other users of the Services.
- Use the Services in a manner that could destroy, damage, or impair any portion of the Services or any computers, systems, hardware, or software used by the Museum or other users of the Services.
- Make unauthorized attempts to modify any information stored on the Services.
- Make attempts to defeat or circumvent security features, or to use the Services for any purpose other than their intended purposes.
- Upload or post any unsolicited or unauthorized advertising or promotional materials, spam emails, chain letters or communications, pyramid schemes, or any other form of such solicitations.
- Provide false or misleading information through the Services including, but not limited to, when signing up for an account.
- Use the Services to send spam or unsolicited bulk email.

The previous list of prohibitions is not exclusive. The Museum reserves the right to terminate your access to the Services for any reason.

By accepting these Terms, you waive and hold the Museum harmless from any claims resulting from any action taken by the Museum during or as a result of any investigation and/or from any actions taken as a consequence of investigations by either the Museum or law enforcement related to your use of the Services.

Indemnification

You agree to indemnify, defend and hold the Museum, their affiliates and their respective officers, directors, employees, agents, licensors, representatives, attorneys, business partners and any party involved in the creation, production or transmission of the Services (“Indemnified Parties”) harmless from and against any and all claims, demands, losses, costs, damages, liabilities, judgments, awards and expenses (including attorneys’ fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages) that the Indemnified Parties suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to your use of the Services and/or any goods or services offered on or through the Services, your breach of these Terms, the use of the Services by any person using your account, or any violation of any applicable law or regulation by you. Your indemnification obligations shall survive the termination of these Terms.

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Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE MUSEUM OR ANY OF THE OTHER INDEMNIFIED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, ACTUAL OR OTHER DAMAGES SUCH AS LOSS OF REVENUE OR INCOME, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, EVEN IF THE MUSEUM OR ANY OF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF: (1) THE USE OR INABILITY TO USE THE SERVICES OR ANY GOODS OR ADDITIONAL SERVICES OFFERED ON OR THROUGH THE SITE; (2) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (3) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR INACCURACIES ON THE SERVICES; AND/OR (4) ANY OTHER MATTER RELATING TO THE SERVICES, INCLUDING ANY LINKS ON THE SERVICES.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE INDEMNIFIED PARTIES TO ANY PARTY EXCEED THE GREATER OF \$100.00 USD OR THE AMOUNT YOU PAID TO THE MUSEUM AND/OR THE INDEMNIFIED PARTIES FOR THE APPLICABLE GOOD OR SERVICE OUT OF WHICH THE LIABILITY AROSE, REGARDLESS OF THE TYPE OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IF YOU ARE DISSATISFIED WITH THE SERVICES, THESE TERMS AND/OR ANY GOOD OR ADDITIONAL SERVICE OFFERED ON OR THROUGH THE SITE, TO THE EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES OR THE APPLICABLE GOOD OR ADDITIONAL SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY EVENT, THE LIMITATIONS IN THESE TERMS WILL APPLY TO THE FULLEST EXTENT ALLOWED UNDER THE LAW. ALL PROVISIONS IN THESE TERMS ARE APPLICABLE TO THE EXTENT PERMITTED BY LAW.

Account Protection

In order to perform certain actions on the Site, you will need to set up an account with access information and a password. You are responsible for maintaining the confidentiality of your password and user name, and agree to notify the Museum if your password is lost, stolen, disclosed to an unauthorized party, or otherwise may have been compromised. You are

responsible for all activities that occur under your account. You may only set up an account in your own name. You agree to immediately notify the Museum at reservations@pittsburghkids.org of any unauthorized use of your account or any other breach of security in relation to the Services known to you. If the Museum suspends or terminates your account under these Terms, you acknowledge that all information and content associated with such account will no longer be available to you.

You may cancel your account at any time by contacting reservations@pittsburghkids.org.

Geographic Limitation

The Museum operates the Services from its location in the United States, and the Services are intended only for users within the U.S. If you use the Services outside the U.S., you are responsible for following your applicable local laws and determining, among other things, whether your use of the Services violates any local laws. By using the Services, you agree and acknowledge that information about you, including personally identifiable information, may be transmitted to, processed in and stored in the U.S.

Museum Policy on the Use and Disclosure of the Information Collected on the Site

In addition to the other activities described elsewhere in these Terms that involve the Museum and/or its service providers processing personal information and other data collected through your access to and use of the Site, the Museum may use and share personal information and other data it collects for other purposes, some of which are summarized below and may be described in more detail in a separate privacy policy.

Online Surveys

From time to time, the Museum may invite you to participate in surveys posted on the Site or sent to you by email. You may decide whether or not you wish to complete such surveys, which may ask about your background, opinions or similar questions. We use this information to help us better understand our audience, which in turn allows us to better meet your needs and interests.

Online Contests

The Museum will occasionally offer visitors the opportunity to participate in online contests or sweepstakes. If you choose to enter, you will need to provide your name and email address so that we may contact you in connection with the contest. We may also request that you provide us with certain other information, such as your zip code, and state of residence.

Children's Museum of Pittsburgh E-News

As a service, the Museum offers visitors to our Site the opportunity to subscribe to one or more of our online newsletters. If you choose to subscribe, you will receive these newsletters. You may subscribe or unsubscribe at any time by following the E-News instructions.

The Museum uses the personal information you provide to us for internal purposes, such as filling and tracking your order, analyzing trends and collecting statistics. The Museum also may compile and provide aggregate statistics about our visitors, customers, sales, traffic patterns and related site information to third parties, but these statistics will not include any personally identifying information.

The Museum may release account information when such release is reasonably necessary to comply with the law; enforce the terms of any of our user agreements; or protect the rights, property and safety of the Museum, the users of its Site or others.

If you have provided us with your email address, we may send you emails in order to inform you of events or activities at or related to the Museum that we believe may be of interest to you, or to alert you about sales or other promotional events at the Museum's online store or elsewhere on the Site. If you do not want us to use your email address to contact you for these purposes, you may send an email message containing your name and postal address to hi@pittsburghkids.org.

Other Provisions

The Museum does not represent that any content on the Services is completely accurate, and therefore any reliance on such content is done at your own risk. ANY RELIANCE ON ANY OPINIONS OR RECOMMENDATIONS OFFERED ON THE SERVICES IS DONE AT YOUR OWN RISK.

The Museum is not responsible for any harm or damages of any kind that may occur to you due to any glitches, hacks, breaches, or any other unauthorized access to the Museum's computer or network systems, including any Museum hardware or devices, that may or may not result in the disclosure of personally identifiable information you provided to us.

YOU AGREE that any and all disputes relating to these Terms, the Services, your use of the Services, and/or any goods or services offered on or through the Services, are governed by, and will be interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law's provisions.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT to submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania for any litigation arising out of or relating to these Terms, the Services, the use of the Services, and/or any goods referenced or services offered on or through the Services.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT to waive any objection to the venue of any such litigation in Pennsylvania courts.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE not to plead or claim in any Pennsylvania court that such litigation brought therein has been brought in an inconvenient forum.

If any part of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect to the extent permitted by law.

Unless otherwise noted, these Terms constitute the entire agreement of the parties with respect to the Services and supersede all prior communications, promises and proposals, whether oral, written, or electronic, between you and the Museum with respect to the Services.

If you violate any portion of these Terms, the Museum reserves the right, without an obligation to do so, to deny you access to the Services. If the Museum terminates your access to the Services, we may also delete your account. The Museum reserves the right to terminate any password-restricted account for any reason.

The Museum's failure to enforce any portion of these Terms is not a waiver of such portion.

The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and any other relevant language that is meant to remain in effect after these Terms end shall survive the termination of these Terms.

The Museum reserves the right, without notice or reason, to take down or terminate the Services, or otherwise revoke any and all access granted to you related to the Services. You agree the Museum is not liable to you or any other third party for this action.

The Museum does not assume any liability or responsibility for your use of the internet or the Services including, but not limited to, any change your computer, device, or related systems may sustain as a result of accessing the Services.

You are free to text link to the Services so long as there is nothing deceptive or infringing about the link. The Museum may revoke this linking permission at any time and for any reason.

Certain software elements of the Services may be subject to U.S. export laws and controls. No software may be downloaded or exported to any country or foreign citizen that is under a U.S. embargo or that would otherwise violate U.S. law or regulations.

If you need to contact the Museum for any reason not already specified in these Terms, please use the following contact information:

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