

ARAS WEBSITE AND "ARAS ONLINE" SERVICE
TERMS AND CONDITIONS OF USE

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You must be at least 18 years of age to use the ARAS Website. If you are not at least 18 years old, you must not access or use the ARAS Website.

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Registration for ARAS Online. Although you are free to browse the ARAS Website without registering, access to the ARAS Online Archive is available only to registered ARAS Online members ("Registered Members"). To become a Registered Member, you must be 18 years of age or older. When registering, you will be required to provide us

with certain information that may include, without limitation, your name, e-mail address, regular mail address, credit card information, and other personally identifiable information about you. You (a) agree to provide accurate, current, and complete information as prompted by our registration form, (b) agree to maintain and update such information to keep it accurate, current, and complete, and (c) acknowledge that if any information provided by you is inaccurate, not current, or incomplete, ARAS may terminate this Agreement and your use of the ARAS Website, the ARAS Online Archive, and any related services. Verification of submitted information may be required prior to our acceptance of any membership. You grant ARAS the right to provide your credit card and related information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the ARAS Website, including, without limitation, your registration as a Registered Member.

Annual dues to become a Registered Member are US \$100.00 (\$25.00 for certain students/candidates), payable by credit card through the ARAS Website's registration page, located at <https://www.aras.org/join.aspx>. If you become a Registered Member, upon or prior to the expiration of your membership, we may send you a membership renewal notification email at the email address you provided to us at registration, indicating the subsequent membership dues. ARAS reserves the right to change the dues for ARAS Online membership at any time, with or without notice.

As a Registered Member, you may access the ARAS Online Archive from no more than one (1) computer or device at any given time, and no more than two (2) computers or devices (e.g., a single home computer and a single office computer) during the term of your ARAS Online membership, which computers and devices you will be required to identify upon registration (the foregoing, collectively, the "Limitations"). If, at any time, you wish to change the computers and/or devices from which you may access the ARAS Online Archive, you must immediately notify us by clicking [here](#).

As part of the registration process, you will be assigned a password that will be required for you to access the ARAS Online Archive. You will be responsible for the confidentiality and use of your password and agree not to permit any third party to access or use the ARAS Online Archive using your account or password, whether by resale, lease, transfer, or otherwise. If you have reason to believe that your account with us is no longer secure, you must immediately notify us of the problem by clicking [here](#). **YOU ARE FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND OTHER TRANSACTIONS) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT OR WITH YOUR PASSWORD.** You agree to pay all charges incurred by you or any users of your account and credit card at the rates in effect when such charges are incurred. Without limiting the foregoing, if we have reason to believe that the confidentiality of your password is compromised or that your account is being used for unauthorized purposes or in an unauthorized manner (for example, by identifying heightened account activity or activity from more than one computer at any particular time), we reserve the right, but are not obligated, to immediately suspend your account and/or to issue you a new password for your account.

Privacy. Any personally identifiable information about you that ARAS collects from you through the ARAS Website or other ARAS-affiliated websites, including, without limitation, personally identifiable information about you collected during registration to become a Registered Member, is subject to the ARAS Privacy Policy. For more information, please carefully review the ARAS Privacy Policy, which is accessible via a link provided at the bottom of each page of the ARAS Website. You acknowledge that ARAS is not responsible for the information collection or privacy practices of third parties. The treatment of personally identifiable information by the operators of third party websites may be different from ARAS' treatment of such information. For details regarding such operators' treatment of such information, you must contact such operators and review their privacy policies and other terms and conditions of use.

Code of Conduct. While using the ARAS Website or any Site Materials, you agree not to:

Use the ARAS Website or any Site Materials other than for personal or educational purposes;

Use the ARAS Website or any Site Materials other than for noncommercial purposes;

Access or use the ARAS Online Archive in violation of the Limitations (including, without limitation, on any computer or device not identified by you during registration);

Use the ARAS Website or the Site Materials for any unlawful or unauthorized purpose;

Restrict or inhibit any other visitor from using the ARAS Website, including, without limitation, by means of "hacking," "denial of service" attacks, or defacing any portion of the ARAS Website;

Express or imply that any statements you make are endorsed by us, without our prior written consent;

Engage in spamming or flooding;

Modify, adapt, sublicense, translate, rent, sell, lease, transfer, reverse engineer, decompile, or disassemble any portion of the ARAS Website or the Site Materials;

Frame or mirror any part of the ARAS Website without our prior written consent;

Tamper in any way with the software or functionality of the ARAS Website, including, without limitation, by transmitting or posting any software or other materials to the ARAS Website that contain any viruses, time bombs, Trojan horses, worms, cancelbots or other code that could damage, interfere with, intercept, or expropriate any system, data, or information;

Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the ARAS Website or its contents;

Create a database by systematically downloading and storing all or any of Site Materials or other materials or information on the ARAS Website;

Harvest or collect information about visitors to the ARAS Website without their prior written consent; or

Permit others, including, without limitation, those whose accounts were terminated, to access the ARAS Online Archive using your account or password.

In addition, while using the ARAS Website and/or the Site Materials, you agree to comply with all applicable laws, rules, and regulations.

We reserve the right, without prior notice, to change any Site Materials, including, without limitation, descriptions and images, or to limit access to the ARAS Website or the ARAS Online Archive, including, without limitation, by limiting the total number of individuals who may become Registered Members or by refusing membership to you. Descriptions or images of, or references to, third party products or services do not necessarily imply our endorsement of such products or services.

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Accuracy of Information. Although we strive to ensure the accuracy of the information found on the ARAS Website, neither ARAS, nor its licensors, trustees, agents, or employees, are responsible for the accuracy, timeliness, completeness, or usefulness of such information. It is solely your responsibility to evaluate the accuracy, timeliness, completeness, and usefulness of all information provided on the ARAS Website.

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Indemnification. Without limiting any other provision of this Agreement, you agree to indemnify, hold harmless, and defend ARAS, its licensors, trustees, agents, and employees, and each of their respective officers, directors, and employees, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your use of the ARAS Website, the ARAS Online Archive, or any Site Materials; (b) your breach or alleged breach of this Agreement, including any violation of the Code of Conduct above; or (c) any transaction conducted through or related to the ARAS Website.

Termination. This Agreement is effective until terminated. You agree that we, in our sole discretion, may terminate your use of the ARAS Website, or any part thereof, at any time and for any reason upon notice to you, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon

termination of this Agreement, your right to use the ARAS Website and any related services (including, without limitation, the ARAS Online Archive) will immediately cease. Neither we nor any of our licensors, trustees, agents, or employees, will be liable to you or any third party for any termination of your access to the ARAS Website or any related services. The following sections of this Agreement shall survive the termination hereof for any reason: Copyright, Trademarks, Privacy, Disclaimers, Limitation of Liability, Indemnification, and Applicable Law.

Availability of the ARAS Website. Although ARAS seeks to make the ARAS Website continually available, ARAS retains the right to make the ARAS Website unavailable for any reason (including, without limiting, scheduled maintenance) or for no reason, and ARAS shall not be liable for any damages arising from any interruption, suspension, or termination of availability of or access to the ARAS Website.

Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by ARAS infringe your copyright, you (or your agent) may send ARAS a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the ARAS Website are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow ARAS to locate the material on the ARAS Website; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send ARAS a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/onlinesp/> for details. Notices and counter-notices with respect to the ARAS Website should be sent to Allison Tuzo, The Archive for Research in Archetypal Symbolism, 28 East 39th Street, New York, N.Y. 10016, (212) 697-3480, info@aras.org. ARAS suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Applicable Law. Except to the extent otherwise expressly provided herein, this Agreement shall be governed by and construed in accordance with the laws of the State of New York in the United States, without regard to New York's conflict of law provisions. You hereby agree that any disputes arising under or in connection with this Agreement, the ARAS Website, the ARAS Online Archive, the Site Materials, and other

services related to the ARAS Website shall be submitted for resolution to either the U.S. District Court for the Southern District of New York or a state court located in New York County in New York, and you hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Notice. Notices to you may be made via posting to the ARAS Website, email, or regular mail, in our discretion. The ARAS Website may also provide notices of changes to this Agreement or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Legal Notices. Under California Civil Code Section 1789.3, residents in the State of California in the United States are entitled to the following specific consumer rights information:

Pricing Information. Current dues for Registered Members may be obtained by calling ARAS at (212) 697-3480 or writing to us at 28 East 39th Street, New York, N.Y. 10016. ARAS reserves the right to change dues or to institute new fees at any time as provided in this Agreement.

Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

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