Terms, Conditions and Privacy Policy

Terms and Conditions

Welcome to the Terms and Conditions of Use page ("Site Terms") for the Game Audio Network Guild ("G.A.N.G.") and its web (the "Site"). These Site Terms create an agreement applicable to your use of our services at the Site. If you do not agree to be bound by these Site Terms, you may not access or otherwise use the Site.

Your Registration Obligations

In consideration of your use of our Site, you agree: (a) that any information you are prompted to provide us about yourself (such as during registration) shall be accurate, current and complete, and (b) that you will maintain and promptly update such information to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that that such information provided is inaccurate, not current or incomplete, we have the right to suspend or terminate your membership with our Site and refuse any and all current or future uses of our Site (or any portion thereof).

Licenses and Site Access

Subject to these Site Terms, we grant you a limited license only to make personal use of the Site. You may not, without limitation: (a) make any resale of the Site or its content; (b) make any derivative use of the Site or its contents; or (c) use any data mining, robots, or similar data gathering and extraction methods within the Site. Except as expressly stated in these Site Terms, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of G.A.N.G. or any third party. Elements of the Site, including page headers, custom graphics, logos, sounds, images and button icons, are protected by trade dress and other state and federal laws and may not be copied or imitated in whole or in part.

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Any unauthorized use of the Site will terminate the permission or license granted by the Site Terms, may violate copyright, trademark and other laws, and subject you to legal action.

Changes to the Site and/or Site Terms

G.A.N.G. reserves the right, in its sole discretion, to change, modify, add or remove any portion of the Site or these Site Terms, in whole or in part, at any time. Changes to these Site Terms will be effective when posted. You agree to review these Site Terms periodically to be aware of any changes. By continuing to use this Site after any changes, you agree to be bound by subsequent revisions to these Site Terms.

Acceptable Conduct

This Site will eventually include interactive areas, including discussion groups and mailing lists. By using any forum or interactive area, you agree not to do any of the following:

- Upload to, distribute or otherwise publish through the Site any text, message, data, photograph, image, graphic, information, audio/video file or other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, deceptive, misleading or otherwise objectionable;

- Upload to, distribute or otherwise publish through the Site any Content that would convey expressions of bigotry, prejudice, racism, sexism, hatred or profanity;

- Upload to, distribute or otherwise publish through the Site any Content that would constitute, assist or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;

- Upload to, distribute or otherwise publish through the Site any Content that may infringe any trademark, trade secret, copyright or other intellectual or proprietary right of any party, or any Content that you do not have the lawful right to distribute and reproduce;

- Upload to, distribute or otherwise publish through the Site any Content that may contain any viruses, Trojan horses, worms, time or logic bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

- Impersonate any person or entity, including, but not limited to, an G.A.N.G. employee, director, forum moderator, or falsely state or otherwise misrepresent your affiliation with any person or entity;

- Without G.A.N.G.'s written permission, distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

We do not undertake responsibility or assume liability for any Content posted or uploaded by you or any third-party, including without limitation any third party who may be engaged in a consulting, sponsorship, endorsement or other relationship with G.A.N.G., or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, we are not liable for any statements, representations or Content provided by our users in any public forum or interactive area (such as a discussion forum or mailing list) in our Site. This means that you, and not G.A.N.G., are entirely responsible for all Content that you upload, post or otherwise transmit via our Site.

Enforcement

We reserve the right, but are not obligated, to monitor any activity and Content associated with any public forums and interactive areas, or any other areas on the Site. We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. While we are not obligated to take any action, such action may include, but is not limited to, issuing warnings, suspension or termination of service, and/or removal of posted Content. We reserve the right and have absolute discretion to remove, screen or edit any Content that violates these provisions or is otherwise objectionable. We also reserve the right to report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

In order to cooperate with governmental requests, to protect G.A.N.G.'s systems or customers, or to ensure the integrity and operation of G.A.N.G.'s business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted Content. G.A.N.G.'s right to disclose any such non-confidential or non-privileged information shall govern over any terms of G.A.N.G.'s Privacy Policy.

Only a Forum

The public forums and interactive areas on the Site act as the venue for users to post their own Content. We do not and cannot review all Content posted, uploaded or transmitted to the Site, and are therefore not responsible for such Content, regardless whether such Content is posted by you or any third-party, including without limitation any third party who may be engaged in a consulting, sponsorship, endorsement or other relationship with G.A.N.G. You acknowledge that G.A.N.G. is merely acting as a passive conduit for the distribution of any Content you may post and is not undertaking any obligation or liability relating to any such Content. Please use caution and common sense when using our Site.

Your Indemnification and Release

You shall remain solely liable for the Content you post, upload or transmit to G.A.N.G., including the public forums and interactive areas on the Site. You agree to indemnify and hold harmless G.A.N.G. including its subsidiaries, divisions and affiliates, as well as their respective directors, officers, employees and agents, from any claim, action, demand,

loss, expense or damages (including attorneys' fees and related costs) made or incurred by any third party arising out of or relating to your conduct, your violation of these terms and conditions, or your violation of any rights of a third party. In the event that you have a dispute with one or more users, you release G.A.N.G. (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. 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."

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Links to Third Party Site

There are links throughout the Site that will let you leave our Site. These links are provided as a courtesy only, and the sites they are linked to are not under the control of G.A.N.G. in any manner whatsoever. Therefore, G.A.N.G. is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. G.A.N.G. is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by G.A.N.G. of the site and/or any of its content therein.

Contests and Sweepstakes

We may offer participation in promotional contests and sweepstakes on our Site. Your participation in these contests and sweepstakes is governed by the express rules applicable to each such contest or sweepstakes.

Price and Payment

At the expiration of your membership, we will automatically notify you via email. We reserve the right to change the amount of, or basis for determining, any fees or charges for services on our Site, and to institute new fees or charges effective upon prior notice to you. When prompted to do so, you must provide us with valid credit card information. If payments that cannot be charged to your credit card are returned to us for any reason, we reserve the right either to suspend or terminate your access and account, thereby terminating your subscription and all obligations G.A.N.G. has thereunder.

We agree that we will terminate your account upon notice from you. Memberships are non refundable.

You are responsible for maintaining the confidentiality of your password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your password, ID stored anywhere on our Site), you must promptly notify us of the problem to avoid possible liability.

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Termination

Notwithstanding any of the Site Terms, we reserve the right, without notice and in our sole discretion, to terminate your license to use the Site, and to block or prevent future access to and use of the Site.

Severability

If any provision of the Site Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Miscellaneous

This Agreement is governed by and construed in accordance with the laws of the State of California, exclusive of its provisions on conflicts of laws. In respect of any dispute relating to this Agreement, the use of the Site, or the services or products provided through the Site, any such dispute must be brought exclusively in a court of competent jurisdiction sitting in Los Angeles, California. The prevailing party shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you. You acknowledge that the provisions, disclosures and disclaimers set forth above are fair and reasonable and your agreement to follow and be bound to them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Both parties agree that there are no representations, promises, warranties or undertakings by you or G.A.N.G. contrary to those set forth above.

Privacy Policy

The Game Audio Network Guild, believe in protecting your privacy in all aspects of our business. We hope you will take the time to read the following policy, which explains what information we collect from you at the site we operate and how we use that information. By using our site, products or services you agree to be bound by this policy. This policy may change from time to time, so please check back periodically.

Information We Collect

When you visit our web site, we collect your computer's IP address. We also collect personal identifying information that you knowingly provide to us. When you become a G.A.N.G. member, you will be asked to provide complete and accurate personal identifying information (such as your name, address, phone number, demographic information and E-mail address). You will also be given the option of providing additional information, such as your company name and fax number. You also may be asked to provide personal identifying information to us under other circumstances, such as when you enter a contest or sweepstakes or participate in a survey. None of the personal identifying information we collect from you will be used or disclosed except as described in this policy.

You can modify or correct your personal information at any time by sending an E-mail request to us at webinfo@audiogang.org. You can also choose not to provide personal identifying information, but you will not be able to access the members' or subscribers' areas of our sites.

How Your Information is Used

When you submit personal identifying information through our site, that information is shared throughout the Game Audio Network Guild. We use the information you submit to improve and to market our products and services, but we allow you to unsubscribe from our mailings or to indicate the format (E-mail, fax, or snailmail) in which you prefer to receive such mailings.

When Your Information May Be Disclosed

We may disclose certain personal identifying information about you to third parties, or to certain G.A.N.G. corporate sponsors, under the circumstances described below.

Private information: We treat your E-mail address, telephone number and fax number as private information that might not ordinarily be known to others, and we do not share this information with third parties unless you have consented to such disclosure or such disclosure is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect our members, subscribers, or registrants from misuse or unauthorized use of the G.A.N.G. site; (4) protect the personal safety or property of our members, subscribers, registrants, or the public; or (5) respond to service or technical issues regarding your account or E-mail messages.

Personal information: We consider other personal identifying information you provide (such as your name and mailing address), any optional information you provide (such as your job title), and your computer's IP address to be personal information but also a type of information that would generally be available to others. We may provide this information to our business partners and to certain select third parties. As with private information, personal information also may be disclosed if disclosure is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect our members, subscribers, or registrants from misuse or unauthorized use of the G.A.N.G. site; or (4) protect the personal safety or property of our members, subscribers, registrants, or the public. (Among other things, this means that if you provide false membership, subscription or registration information, or if you attempt to pose as someone else, both private and personal information about you-including your computer's IP address-may be disclosed as part of any investigation into your actions.)

Aggregate information: G.A.N.G. sometimes provides aggregate usage or tracking information to third parties. This aggregate information does not contain user-specific information that reveals the identity of a member, subscriber or registrant. We may share this information with anyone since it does not personally identify you and is not correlated to your personal identifying information.

Information you choose to disclose to third parties:
We may share your email address with outside companies. You can elect to stop receiving those emails by using the "unsubscribe" option on the emails themselves or sending an e-mail to webinfo@audiogang.org.

Also, from time to time, G.A.N.G. may allow third parties to advertise on our sites, or may provide links to sites we think may be of interest to you. If you choose to disclose personal identifying information directly to one of our advertisers or to a site to which we have linked, the information you disclose will be subject to that advertiser's or that site's privacy policy, if one exists. We also may allow third parties to sponsor or co-sponsor contests, promotions or surveys on our site. In order to enter a contest, promotion or survey, you may be asked to provide personal identifying information, and by doing so you agree that such information may be disclosed to the sponsor of the contest, promotion or survey. Any information you choose to submit will be subject to the sponsor's privacy policy, if any. Although G.A.N.G. encourages third parties to adhere to appropriate privacy standards and policies, we are not responsible for the actions or policies of such parties.

Information you choose to disclose publicly: Finally, if you knowingly provide personal identifying information such as your user name, E-mail address in a chat or bulletin board area, you should be aware that the information provided can be collected and used by others visiting that area. If you disclose personal information in your resume in our "Profile" section where companies perform personnel searches, companies that pay to perform these searches may collect it and use it.

Cookies

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If you've set your browser to reject cookies, you can still use our site, although some pages may load improperly. You may also need to re-enter information that we would normally obtain from the cookie. You can also set your browser to warn you before accepting cookies; if you do, you will receive a warning message each time one of our sites attempts to place a cookie on your hard drive.

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Children's Privacy Online

At G.A.N.G., we understand that children's privacy is important. We do not monitor the age of our user audience. However, if you are under age 13, you should not submit personal identifying information to the G.A.N.G. site without the consent of your parent or guardian.

Further Questions?

This site is maintained by G.A.N.G. If you have any questions about this privacy policy, contact us at webinfo@audiogang.org and we respond promptly.