

## **FORT WORTH SONGWRITERS' ASSOCIATION (FWSA)**

### **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of FWSA.COM (the "Site").

This site is owned and operated by the Fort Worth Songwriters' Association (FWSA), Incorporated. FWSA is a non-profit organization, formed exclusively for charitable, literary and educational purposes as defined in Section 501(c)(3) of the Internal Revenue Code.

The purposes of the Association include providing, educating, and promoting public awareness and interest in songwriting and the creation of music as an art form. Established in 1992, the Association is a permanent organization in Fort Worth, Texas, seeking to enrich the Fort Worth and surrounding communities through activities promoting songwriting and original music, providing opportunities for members of these communities an opportunity to network and develop their artistic talents in songwriting, and serving as a resource for other songwriters as they undertake activities that assist in the establishment, promotion, and/or presentation of songwriting.

By using this Site, you acknowledge that you have read and understand these Terms and Conditions and agree to abide by them at all times. There are certain risks in using any information, software, or products found on the internet. The FWSA cautions you to make sure that you completely understand these risks before retrieving, using, relying upon or purchasing any goods or service via the internet. Visitors to the FWSA website assume all responsibility and risks associated with the use of this Site.

#### **INTELLECTUAL PROPERTY**

All content published and made available on the FWSA Site is the property of FWSA and the Site's creators unless otherwise protected through copyright laws. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of the Site.

#### **ACCOUNTS**

Individual accounts are not currently provided through the FWSA Site although members are provided an the opportunity to submit one web page for posting at the Site's MEMBER PAGE as long as the information is accurate, relevant and follows the provided template. Each member who posts at the Site's MEMBER PAGE does so at their own individual risk.

### **THIRD PARTY GOODS AND SERVICES**

The FWSA Site may from time to time offer goods and services from third parties. FWSA cannot guarantee the quality or accuracy of goods and services made available by third parties on the Site.

### **LINKS TO OTHER WEBSITES**

The FWSA Site may contain links to third party websites or services that the FWSA does not own or control. FWSA is not responsible for the content, policies, or practices of any third-party website or service linked to its Site. It is the user's responsibility to read the terms and conditions and privacy policies of these third-party websites before using these Sites.

### **LIMITATION OF LIABILITY**

The FWSA and its directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from the user for the use of the Site. The FWSA is not responsible for any infections, contaminations, delay in operation or transmission, line failure, errors, omissions, interruptions, or defects arising out of your use of this Site or with respect to the material provided and/or contained on this Site.

### **INDEMNITY**

Except where prohibited by law, by using this Site you agree to indemnify and hold harmless the FWSA and its directors, officers, agents, employees, subsidiaries, and affiliates from any action, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of the FWSA Site or your violation of these Terms and Conditions.

### **APPLICABLE LAW**

These Terms and Conditions are governed by the laws of the State of Texas.

### **SEVERABILITY**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **CHANGES**

These Terms and Conditions may be amended from time to time to maintain compliance with the applicable regulation and to reflect any changes to the way FWSA operates its Site and the way FWSA expects users to behave when using its

Site. FWSA will notify known users of its website by email of changes to these Terms and Conditions or, post a notice of changes on its Site.

### **CONTACT DETAILS**

Please contact the FWSA to discuss any applicable question/s or concern/s about these terms and conditions.

**Contact FWSA by using the following address:**

**FWSA, PO BOX 330233, Fort Worth TX 76163**

**Or**

**Use the Contact Form on the Site (monitored continuously)**

**EFFECTIVE DATE: 1 JANUARY 2022 [REVISION 0]**

**[MENU](#)**