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Our site uses technology that is not supported by your browser, so it may not work correctly. Please [update your browser](#) for the best experience.

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Privacy policy and terms of use

Privacy Policy – Your Privacy Rights

MoMA is committed to protecting your privacy when you visit our websites or use a MoMA kiosk or application (collectively referred to as the “MoMA website”). By using the MoMA website, you agree to be bound by the terms and conditions of MoMA’s Privacy Policy and Terms of Use. The MoMA Privacy Policy is outlined below. A link to this policy is provided in the footer information on every page of the MoMA website. View the [Terms of Use](#).

Content, displayed to you on the MoMA website and elsewhere, including advertisements and information about MoMA’s programs and products, may be customized to your interests and preferences based on your personally identifiable information and website usage information collected online unless you opt out by following the instructions that can be found at the NAI’s consumer website at networkadvertising.org/choices/ or Aboutads.info at aboutads.info/choices/ or Your Online Choices at youonlinechoices.eu. You have to opt out using each of your Web-browsing applications and devices separately. However, if you opt out we may still suggest offerings to you on the MoMA website based on your history at the MoMA website.

We may share your personal information with third parties for third-party marketing purposes, as further described below. You can elect for us not to do so by emailing us at donotshare@moma.org.

Our Policy on collecting information on the MoMA Website

Contact tracing

We may share your name and email address with a governmental health authority should that information be requested for COVID-19 contact tracing purposes. If you do not want your name or email address used for these purposes, please email donotshare@moma.org.

Online retail purchases

When you order a product from the MoMA online store, we need to know your name, billing and shipping addresses, telephone number, email address, and credit card information to process your order. Your credit card information will be sent to our third-party payment card processors and service providers to perform fraud detection and payment processing services. If your purchase is rejected by our website because it was detected as a possible fraudulent use of a payment card, and you are in fact the authorized user of the card, you can contact us at orderservices@moma.org or call (800) 851-4509 for the issue to be evaluated and resolved. We do not store credit card numbers. If you choose to have your payment information saved for future purchases, we will retain payment information using tokenization technology for enhanced security. We will retain your other personally identifiable information for our records, in order to facilitate better customer service, and to inform you of our products and promotional offers.

Online memberships and donations

When you purchase a MoMA membership or make a donation to MoMA online, we will ask you to provide us with the information we need to process your membership and/or to acknowledge your contribution. This information includes your name, billing and mailing addresses, telephone number, email address, and credit card information. Your credit card information will be sent to our third-party payment card processors and service providers to perform fraud detection and payment processing services. If your purchase is rejected by our website because it was detected as a possible fraudulent use of a payment card, and you are in fact the authorized user of the card, you can contact us at membership@moma.org or call (888) 999-8861 for the issue to be evaluated and resolved.

We will retain your personally identifiable information for our records, in order to facilitate better customer service. We do not store credit card numbers. To process payments for members who have selected automatic renewal, MoMA will retain payment information using tokenization technology for enhanced security. In certain cases, you may be asked for additional information to complete your request, such as the names and birth dates (month/year) of your children if obtaining a membership with children (see “[Children 12 and under](#)”).

Memberships enrolled in auto-renew program

By choosing auto-renew at the time of purchase, you authorize MoMA to automatically charge the credit card provided on an annual basis, at the then-current price for the membership category you have chosen.

Members enrolled in the auto-renew program will be notified by email at least 30 days prior to annual charge. If you change your mind about auto-renewing, you can cancel at any time prior to the auto-renewal date by calling (888) 999-8861, emailing us at membership@moma.org, or by mail to MoMA Membership, 11 W 53rd St, New York, NY 10019.

Online purchases of Museum admission tickets, event tickets, course registrations and archival scans

MoMA uses third-party vendors to administer and process your online purchase of admission tickets to the Museum. We also work with third-party contractors to process ticketing for certain events or registration for certain courses. MoMA also uses third-party vendors to process your online purchase of scans from MoMA’s archives. MoMA requires its vendors to maintain the security of the information which you provide to them and restricts the vendors from using this information in any way not expressly authorized by MoMA.

Online Virtual Cinema Screenings

MoMA uses a third-party vendor for all Virtual Cinema screenings. Our vendor collects your unique member ID and your last name to authenticate you and allow you to access the content. MoMA does not share with our third-party vendor any other of your personal information. Analytical data on your viewing habits may be collected, which can include: titles viewed, dates, watch completion data, and your IP address. Such analytical data associated with your personal information will not be shared other than for processing or storing purposes or to improve the service, provided, however, this information may be shared in an aggregated and anonymized form for a variety of purposes.

Online surveys

From time to time, MoMA may invite you to participate in surveys posted on the MoMA website or sent to you by email. You may decide whether you wish to complete such surveys, which may ask about your background, occupation, 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. Information collected in these surveys is never sold or rented to third parties for marketing purposes, but we may share it with outside vendors to analyze the information we collect (see “[Use of third-party service providers](#)” below).

Online contests

MoMA will occasionally offer visitors the opportunity to participate in online contests or sweepstakes. If you choose to enter, you may 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.

Blogs

We welcome your participation on our blogs. Some blogs are hosted by third-party service providers, and your participation on these blogs is subject to the third-party providers' terms of use and privacy policies. In order to participate on post.at.moma.org, you will need to create a profile account, which will include entering your first and last name and email address. You can choose to be notified when new material related to your interests are added to the site, in which case an email will be sent to you with updates. MoMA will never sell, rent, or share this information with any third parties for marketing purposes.

Children 12 and under

MoMA does not solicit personal information from children. Visitors 12 years of age and under should remember that they are required to obtain an adult's permission before submitting any personal information to this or any other website.

MoMA newsletters

MoMA offers visitors to the MoMA website and users of MoMA Audio (both our downloadable iOS app, where you may also opt in to receive push notifications, and the devices available to visitors at the Museum) the opportunity to subscribe to one or more of our online newsletters, a service hosted by a third-party contractor that has agreed to use the email address you provide only to send our newsletters to you. If you opt in via the subscription form found in the footer section of any page on moma.org, you will receive MoMA's biweekly What's New newsletter. If you opt in via the subscription form in the footer section of the store.moma.org site, you will receive newsletters from the MoMA Design Store. If you subscribe on our Newsletters page (moma.org/newsletters), you will receive those newsletters that match your chosen interests. You may subscribe or unsubscribe at any time by following the instructions on our newsletters.

Emailing MoMA

If you send an email to MoMA, your message and email address may be saved and we may send you emails in order to respond to your message. Any material, business information, ideas, concepts, or other information sent to MoMA by email will be treated as non-confidential and non-proprietary. We will only use the information provided in your email and your email address to improve the MoMA website, services, and products, and to fulfill or respond to your requests for products, services, or information.

Site usage information

As is the case with many websites, our servers automatically collect your IP address when you visit our website, and we may associate that with your domain name or that of your Internet access provider. We may also capture certain "clickstream data" pertaining to your website usage. Clickstream data includes, for example, information about your computer or device, Web browser and operating system and their settings, the referring page that linked you to the website, the pages or content you see or click on during your visit and when and for how long you do so, items you download, transactions you complete, and any search terms you have entered on the MoMA website or a referral site.

Among other things, this information enables us to generate analytics reports on the usage of our website. We use Google Analytics and Google Tag Manager to do this. To opt out of your MoMA website usage being included in our Google Analytics reports, you may follow the instructions at <https://tools.google.com/dlpage/gaoptout>.

In addition, we may deploy various tracking technologies on the website to collect additional information about your website visits. For example, The MoMA website uses technologies such as "cookies" and "pixel tags" to improve the functioning of the site and your experience and to learn how visitors are using our website. Cookies are small data files that are automatically sent to your browser from a Web server and stored on your computer's hard drive. Cookies enable us to remember what items are in your shopping cart, and to personalize your experience. Pixel tags are tiny graphical images embedded in emails or webpages. Pixel tags are used to determine what parts of a website a visitor has viewed, or whether an email was successfully opened. These technologies are used to gather information to analyze traffic to the MoMA website, to improve our content and navigation, to enhance our marketing efforts, to personalize your experience, and to provide online display advertising and/or offline communications tailored to your interests based on your online behavior. Google Analytics' cookies expire 24 months after being set.

A Facebook pixel is code on the MoMA website that helps us to track conversions from Facebook ads, to optimize ads based on data collected, to build targeted audiences for future ads, and to market to people who have already engaged with the MoMA website, such as by making a purchase.

MoMA also works with third-party analytics and marketing entities that use technologies such as cookies and pixel tags on our behalf. For details, see [Use of third-party service providers](#).

These tracking technologies may be deployed by us and/or by our service providers—such as Google Ad Manager, Facebook, Instagram, and Xaxis—on our behalf to collect or receive information from our website and elsewhere on the Internet, and to use that data to provide measurement service and target ads. These technologies enable us to assign a unique number or identifier to you, and relate your website usage information to other data about you, including your personal information. These technologies also enable us to recognize you when you access our website using different Web browsers and different computers or devices. You can opt out of the collection and use of this information for ad targeting at aboutads.info or networkadvertising.org or youronlinechoices.eu.

Third-party ad servers and networks

We use third-party advertising companies to serve ads when you visit our website and elsewhere online. These third-party ad-serving companies include Google Ad Manager, Facebook, Instagram, and Xaxis. We may collect, use, and share personal data from and about you with these entities, to personalize and show ads to you and others on our website and elsewhere online and to measure their impact. These companies may use information about your visits to this and other websites, the region of the country or world where your IP address indicates you are located, as well as other information about you in order to provide advertisements about goods and services of interest to you. These companies may employ cookies, pixel tags, and other tracking technologies to cause relevant ads to be displayed to you. By using our website or transacting with us, you agree to this. We encourage you to read these businesses' privacy policies to learn about how they treat your information (<https://policies.google.com/privacy>, https://www.facebook.com/full_data_use_policy, <https://help.instagram.com/519522125107875>, <https://www.xaxis.com/privacy-notice/>). For more information about third-party advertisers and how to prevent them from using your information, visit the NAI's consumer website at networkadvertising.org/choices/ or Aboutads.info at aboutads.info/choices/ or Your Online Choices at youronlinechoices.eu.

Social media

We maintain a presence on several social networking platforms, such as Facebook, Instagram, and Twitter, and we also incorporate some third-party social networking features onto our website. Through these platforms and features, we receive some personal information and some usage information about you, and this Privacy Policy applies to that information as well. In addition, these third-party social networking platforms have their own privacy policies, which explain how the third parties that provide them will use and protect your information. The information we receive from third parties may depend on the privacy settings you have on the third-party platform.

Do-not-track disclosures

Some Web browsers may transmit "do-not-track" (DNT) signals to the websites with which the user communicates. Because of differences in how Web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently

do not change our tracking practices (which are explained in more detail under “[Site usage information](#)” above) in response to DNT settings in your Web browser.

Our third-party partners, such as Web analytics companies and third-party ad networks, collect information about your online activities over time and across our website and other online properties. These third parties may not change their tracking practices in response to DNT settings in your Web browser, and we do not obligate these parties to honor DNT settings. We utilize Google Analytics for our Web analytics, and you can opt out of your MoMA website usage data being included in our Google Analytics reports by visiting <https://tools.google.com/dlpage/gaoptout>.

Our policy on the use and disclosure of the information we collect on the MoMA website and elsewhere

MoMA uses the personal information you provide to us for internal purposes, such as completing and tracking your transactions, analyzing trends, and collecting statistics. MoMA may also 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.

If you are a member, and you elect to have your membership auto-renew, you authorize MoMA to automatically charge the credit card provided on an annual basis, at the then-current price for the membership category you have chosen. Members enrolled in the auto-renew program will be notified by email at least 30 days prior to annual charge. If you change your mind about auto-renewing, you can cancel at any time prior to the auto-renewal date by calling (888) 999-8861, emailing us at membership@moma.org, or by mail to MoMA Membership, 11 W 53rd St, New York, NY 10019.

We may share personal information and transaction history of our customers, donors, and members with third-party data analytics firms that combine it with information received from other organizations and businesses and derive and report to us, and to other organizations and businesses, recommendations regarding marketing initiatives, such as information about individuals’ contact information and likelihood to purchase products or to support nonprofit causes by making donations and purchasing or upgrading memberships. If you do not want to have your information shared in this way, you may send an email message to donotshare@moma.org containing your request to opt out of this sharing, along with your name and email or postal address in your account with us, so that we can locate your account in our records and honor your request to opt out. If, however, your information has already been shared by us in this manner, we may direct you to the relevant third-party data analytics firm to submit your opt-out request.

After you make a purchase on the MoMA online store, we may share your name and postal address—but not your email address—with other organizations or companies whose products might be of interest to you. The policies of these organizations and companies may differ from ours. If you do not want to have your information used in this way, you may send an email message containing your name and postal address to donotshare@moma.org. MoMA 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 MoMA, the users of its site, or others.

If you have provided us with your email address, we may send you emails in order to alert you to information, events, activities, or programs at or related to MoMA that we believe may be of interest to you, or to alert you about sales or other promotional events at the MoMA online store. 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 email address to privacy@moma.org.

We may combine information you give to us online, offline, in our stores, at the Museum, or through our catalogs. We may also combine or supplement this information with publicly available information and additional information we receive from or have cross-referenced with our third-party vendors and others. We use this combined information to enhance and personalize your shopping experience with us; to communicate with you about products, exhibitions, or events that may be of interest to you; or for other promotional or Museum-related purposes.

Your California privacy rights

California’s “Shine the Light” law, Civil Code section 1798.83, requires certain businesses to respond to requests from California customers asking about the businesses’ practices related to disclosing personal information to third parties for the third parties’ direct marketing purposes. Alternately, such businesses may have in place a policy not to disclose personal information of customers to third parties for the third parties’ direct marketing purposes if the customer has exercised an option to opt out of such information-sharing. As discussed above, if you wish to opt out of our sharing of your information with third parties for the third parties’ direct marketing purposes, please contact us at donotshare@moma.org.

Use of third-party service providers

From time to time, MoMA retains qualified third-party service providers to help us manage the MoMA website and allow us to better serve our visitors, customers and others who contact us. These may include third-party contractors who assist us by processing registration and ticketing for the Museum and for certain events or courses. We also engage third-party vendors to analyze the information we collect on the MoMA website and through other resources for marketing or similar purposes. We also use third-party service providers to process your payment transactions and detect possible fraudulent use of a payment card. These service providers receive the information you enter into our website, and information about your payment card, purchase, mobile device, computer, software and their location, for fraud detection purposes. By submitting your information to make a purchase, you agree to this. MoMA requires its vendors to maintain the security of the information to which they are provided access and restricts the vendors from using the information in any way not expressly authorized by MoMA.

We may contract with third parties who use cookies, clear gifs, device fingerprinting, and other online tracking technologies to collect information on our behalf. These parties are required to maintain the confidentiality of this information. If you would like to opt out of this use of your information, you can change the preferences of your browser so that it does not accept cookies. We may contract with companies or others to provide certain services, including data management, promotional services, etc. We provide these service providers with the information they need to perform these services, but we restrict the vendors from using the information in any way not expressly authorized by MoMA.

We also contract with third-party vendors who process applications for Museum employment or opportunities to participate in Museum-related activities. MoMA requires its vendors to maintain the security of this information and restricts the vendors from using the information in any way not expressly authorized by MoMA.

Linking

Please be aware that the MoMA website may contain links to other sites operated by third parties over which we have no control. Once you leave the MoMA website, the MoMA Privacy Policy will not apply, and you access such sites at your own risk.

Different rules may apply to their collection, use, or disclosure of your personal information. We encourage you to review other websites’ policies before revealing any personally identifiable or sensitive information. MoMA does not control, and is thus not responsible for, the content or privacy practices and policies of such other sites and under no circumstances shall we have any liability whatsoever for the activities conducted by or at any website accessed from or through the MoMA website.

Security

The MoMA website uses various measures designed to secure information. However, there is no such thing as 100% security. If you prefer, you may also place a MoMA Store order by phone at (800) 447-6662 or by fax at (212) 333-1127. For membership gifts, you may call (888) 999-8861 and for donations, you may call (212) 333-6591.

It is important for you to protect yourself against unauthorized access to your password and to your computer.

Be sure to use a known and trusted secure connection and to log off when finished using a shared computer. You should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that others could find a way to thwart our security systems. As a result, while we strive to protect your information, we cannot ensure or warrant the security and privacy of any information you transmit to us, and you do so at your own risk.

Please be advised that when placing an online order through the MoMA online store, your personal data will be protected in accordance with United States law, which may not require the same level of protection as is legally required in other countries, such as countries in the European Union.

Revisions to our privacy policy

Please note that MoMA may revise its privacy policy at any time, without notice, such changes to be effective immediately upon posting on the MoMA website. Such revisions may arise in response to changes in the law, policy, or other factors. We encourage you to periodically visit this page to review our most current policy. In some cases (for example, if we significantly expand our use or sharing of your personal information) we may also tell you about changes by additional means, such as by sending an email to the email address we have on file for you. In some cases, we may request your consent to the changes.

Contact MoMA

Send your questions, comments, or concerns about our privacy policy or any other aspect of our website to privacy@moma.org.

Last update: October 25, 2018

Terms of use

Acceptance of Terms and Conditions

The Museum of Modern Art ("MoMA") provides this website (MoMA.org) and the Online Store (store.moma.org) (together, the "MoMA website") in support of its charitable and educational mission to further the understanding and appreciation of art by the public. BY ACCESSING THE MoMA WEBSITE, YOU ACCEPT WITHOUT LIMITATION OR QUALIFICATION THESE TERMS AND CONDITIONS (the "Terms and Conditions"). MoMA MAY REVISE THESE TERMS AND CONDITIONS AT ANY TIME, WHICH REVISIONS SHALL BIND YOU. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE EXIT THE MoMA WEBSITE NOW AND REFRAIN FROM FURTHER USE.

Protection of privacy

MoMA is committed to protecting the privacy of its website visitors in accordance with applicable laws and regulations. All information gathered from you in connection with your use of the MoMA website is governed by MoMA's [Privacy Policy](#). Please note that the MoMA website is not specifically dedicated to children and MoMA does not actively solicit information from children. Children under the age of 12 are required to obtain permission from an adult before submitting information to the MoMA website.

Trademarks

The names, titles, trademarks, service marks, and logos that appear on the MoMA website are registered and unregistered marks of MoMA, including but not limited to The Museum of Modern Art, MoMA, and MoMA DESIGN STORE ("MoMA Trademarks"). You may not use the MoMA Trademarks without MoMA's prior, written permission.

The trademarks of third parties may also appear on the MoMA website from time to time; you may not use these trademarks without prior, written permission of their respective owners. You acknowledge and agree that nothing on the MoMA website grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any of the MoMA Trademarks or may be construed to mean that MoMA has authority to grant any right or license on behalf of any third party trademark owner.

All content is protected by copyright laws

Images, text, software, documentation, electronic text and image files, audio and video files and clips, and other materials on the MoMA website are protected by copyright laws and may be covered by other restrictions including for example, rights of privacy and publicity, as well. MoMA retains all rights it may hold, including copyright, in data, image, text, and any other information contained in these files. Copyrights and other proprietary rights in the material on this website may also subsist in individuals and entities other than, and in addition to, MoMA. MoMA expressly prohibits the copying of any protected materials on this website, except for the purposes of fair use as defined in the copyright laws, and as described below.

Online Virtual Cinema Screenings

Content included as part of MoMA's Online Virtual Cinema Screenings on the MoMA website is protected by copyright laws and may be covered by other restrictions as well, including, but not limited to geo-locational and access restrictions. Such content is made available to authorized users for personal, non-commercial use only. MoMA expressly prohibits the use of any of the content made available as part of MoMA's Online Virtual Cinema Screenings for any commercial purpose, educational purpose or any other purpose without prior written consent in each instance, and further prohibits the downloading of any such content. Authorized users are responsible for keeping their authentication credentials confidential and are prohibited from sharing their authentication credentials with others. MoMA expressly prohibits any attempt to circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to the Online Virtual Cinema Screenings for any reason, or to interfere with, remove or alter any digital rights management information on the MoMA website, or to attempt or assist another person to do so.

Fair use is permitted

Fair use of copyrighted material includes the use of protected materials for noncommercial educational purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. Except with respect to content included as part of MoMA's Online Virtual Cinema Screenings or unless otherwise noted, users who wish to download or print text, audio, video, image and other files from MoMA's website for such uses are welcome to do so without MoMA's express permission. In accordance with scholarly practice, users of materials (whether copyrighted or not) in publications, etc., should cite the author/artist as well as the source; the citation should include the URL "<http://www.moma.org>."

By downloading, printing, or otherwise using text, audio, video, image and other files from the MoMA website, whether accessed directly from this website or via other sites or mechanisms, users agree that they will limit their use of such files to fair use, and will not violate MoMA's or any other party's proprietary rights.

Commercial use is prohibited

Unauthorized downloading, publication or exploitation of MoMA's files for commercial purposes is specifically prohibited. Anyone wishing to use any of these files or images for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior permission. All requests to reproduce works of art from MoMA's collection within North America (Canada, U.S., Mexico) should be addressed directly to Art Resource, Scala's New York representative, at 536 Broadway, New York, New York 10012. Telephone (212) 505-8700; fax (212) 505-2053, requests@artres.com, www.artres.com. Requests from all other geographical locations should be addressed directly to Scala Group S.p.A., 62, via Chiantigiana, 50011 Antella/Firenze, Italy. Telephone 39 055 6233 200; fax: 39 055 641124, archivio@scalagroup.com, www.scalarchives.it.

Reservation of rights

All rights not expressly granted by MoMA herein are specifically and completely reserved. Nothing on the MoMA website or in these Terms and Conditions grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any content or property of any third party, or may be construed to mean that MoMA has authority to grant any right or license on behalf of any third party.

Unrestricted forums

MoMA at times may provide unrestricted forums on the MoMA website for the exchange of ideas and information by participants. MoMA does not edit or control the information, materials, or modifications posted to, or distributed through, the forums. By posting or distributing information, materials, or modifications through the forums, you expressly abandon any proprietary rights you may have therein, and you agree that such information, materials, or modifications may be freely used, copied, and distributed by others, without your permission, in any medium throughout the world. To the extent you wish to post or distribute information, materials, or modifications to the MoMA website that you do not own, MoMA requires you to obtain any necessary permissions from the third party owners before doing so. You acknowledge and agree that you will not upload, distribute, or otherwise post any information, materials, or modifications to the MoMA website that is libelous, defamatory, threatening, abusive, unlawful or that encourages a criminal offense; contains any viruses or other code, file, or program that is designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; infringes the copyright or other proprietary rights of any third party; or contains any advertising, promotional, or solicitation material.

Reviews and comments

You may have an opportunity to comment on or provide reviews of products purchased from MoMA stores. By submitting any such comments or reviews (the "Comments") you hereby grant to MoMA a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, make publicly available and otherwise exploit such Comments on and through third-party distribution channels selected by, but not affiliated with, MoMA, in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including for both commercial and non-commercial purposes. You acknowledge and agree that you are solely responsible for all Comments that you make available. Accordingly, you represent and warrant that: (i) you are either the sole and exclusive owner of all Comments or you have all rights, licenses, permissions, consents and releases that are necessary to grant to MoMA the rights in such Comments, as contemplated herein; and (ii) neither the Comments nor your posting, uploading, publication, submission or transmittal of the Comments or MoMA's use of the Comments (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

MoMA may use your Comments for a variety of purposes (see above), including for purposes of clarity and not limitation, inclusion on the Website, in advertisements and emails and may include your first name and last initial as well as your Comment (or excerpted portions thereof).

Digital millennium Copyright Agent

MoMA respects the intellectual property of others, and asks users of the MoMA website to do the same. MoMA may, in appropriate circumstances and at its discretion, take reasonable steps to disable and/or terminate access to the MoMA website of users who may be repeat infringers of copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the following information to MoMA's Copyright Agent:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the MoMA website;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. The Museum's agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Copyright Agent, Office of the General Counsel Museum of Modern Art 11 W. 53rd Street New York, New York 10019

By email:

DMCA_AGENT@moma.org

Submissions

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