



Terms of Use

The New England Air Museum (“NEAM”) has created and maintains websites and other digital properties, including our website www.neam.org; websites maintained by Connecticut Historical Aeronautical Association; third-party sites on which NEAM maintains a presence; downloadable material and application program interfaces (the “Webpages”). The terms of use also apply to digital content taken by visitors of the Museum without prior permission for commercial usage.

By using any of our webpages and/or when taking photographs/videos within the NEAM, you accept to comply with the following terms, which NEAM may change at any time.

1. Ownership of Content

The NEAM owns the content posted on its webpages, which consists of text, images, audio, design, databases, codes, and software (“Content”). There are exceptions in which some components may be owned by others and used with permission in accordance with applicable laws (e.g. fair use). Furthermore, the NEAM owns some intellectual property rights in the Content, including copyright. NEAM “Content” also extends to all digital content that depicts artifacts, aircraft, docents, etc. taken on Museum property and without prior permission.

2. Content Usage

No Content may be used for commercial purposes without further permission from the NEAM. You are fully responsible for your own lawful use of these materials, including those with third party permissions. All content is subject to usage conditions and may only be used for personal, educational, or other non-commercial uses consistent with the principles of fair use under Section 108 of the U.S. Copyright Act. All rights not expressly granted are reserved herein by the NEAM.

You may not use any Content with usage conditions for commercial purposes, unless permissions have been obtained from the NEAM. This means that, absent express permission, you may not sell Content with usage conditions or sell materials, products, or services that use and incorporate such Content. You may not use Content with usage conditions to promote or advertise products or services.

You may contact the Museum at staff@neam.org to seek permissions, but please be aware that some Content may not be available for commercial use due to contractual or other restrictions.

3. User-Generated Content

The NEAM offers interactive engagement opportunities on its webpages, to engage visitors and promote educational objectives. Conversations are to be kept civil, respectful, lawful, and within the guidelines for non-commercial, educational & promotional usage. The NEAM may use what

you say for noncommercial, educational, or promotional purposes. Please do not post personal or otherwise sensitive information on our webpages. The NEAM reserves the right to take down content outside of such rules and is not responsible for delayed action or failure to remove information.

4. Copyright Issues

If you believe that Content on our webpages is not properly credited, or if it was posted without permission and you are the copyright owner, please contact us at staff@neam.org with your contact information and a link to the relevant Content.

5. Third-Party Websites

The NEAM has no control over, makes not representation or warranty, and bears no responsibility for the accuracy, legality, or content of third-party sites that link to or from our Webpages.

6. Indemnity

When visiting the Museum or using our Webpages you agree to release, indemnify, and hold the NEAM harmless for all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Webpages and/or any Content.

7. Applicable Law and Jurisdiction

The Terms and Use and any revisions are a created and governed by applicable federal law and the law of the State of Connecticut, without regard to its conflict of laws and principles. Any case, controversy, suit, action, or other proceeding arising out of, in connection with, or relating to these Terms of Use shall be brought in the appropriate federal court.