# **TERMS AND CONDITIONS**

Welcome to the Website of Morgan Art Foundation Ltd. ("Morgan Art Foundation," "us," and "we"). The following Terms and Conditions (the "Terms and Conditions") govern your use of this Website. By using the Website, you accept and agree to these Terms and Conditions and the Morgan Art Foundation Privacy Policy below. We may revise the Terms and Conditions at any time, without notice to you, such changes to be effective immediately upon posting on the Website. If you do not agree to the Terms and Conditions, you are not granted permission to access or use this Website and must exit immediately.

**1. Proprietary Rights.** As between you and us, we own, solely or exclusively, all rights, title and interest in and to the Website and all elements thereof, including all data, content, illustrations, graphics, artwork, images, photographs, code, audio clips, video clips, software and other material on, in or made available through the Website (the "Website Material"), as well as the look and feel, design, selection, coordination, compilation, arrangement, and organization of the Website Material (together with the Website Material, the "Website Proprietary Content"), including but not limited to any copyrights, trademark rights, patent rights, database rights, trade secrets, moral rights (including rights of authorship, attribution, and subsequent modification) and other intellectual property and proprietary rights therein. Under no circumstances will you have any rights of any kind in or to the Website or the Website Proprietary Contents, other than the right to use the Website in accordance with these Terms and Conditions.

**2. Limited License.** Subject to the restrictions and limitations set forth in these Terms and Conditions, we grant you a limited license to access and view the content on the Website on your computer or other device. Unless otherwise specifically indicated in these Terms and Conditions, use of the Website and the services offered on or through the Website are only for your personal, non-commercial use.

3. Prohibited Uses. You agree that any commercial or promotional distribution, publication or exploitation of the Website or any Website Proprietary Content is strictly prohibited unless you have received the express prior written permission of an officer of Morgan Art Foundation or the otherwise applicable rights holder. You further agree that you will not (a) use the Website for any illegal or unauthorized purposes that violate any laws (including all applicable local, state, national, and international laws, regulations, and rules) or access it from a jurisdiction where such access or use is illegal or unauthorized; (b) download, post, display, publish, copy, distribute, transmit, copy, imitate, mirror, reproduce, modify, adapt, broadcast, create derivative works from, transfer, sell, license, rent, or otherwise exploit any of the Website Proprietary Contents; (c) alter, edit, delete, remove, or change the meaning or appearance of any of the Website Proprietary Contents, including without limitation the removal or alteration of any trademarks, trade names, logos, service marks, copyright notices or any other proprietary notices on any Website Proprietary Contents; (d) attempt to gain unauthorized access to our computer system or engage in any activity that interferes with the performance of, or impairs the functionality of the Website or any goods or services provided through the Website; or (e) translate, reverse engineer, decompile, decrypt, disassemble, or convert into human readable form the Website Proprietary Content or any element thereof (including any content, software, code, data, or materials used in or available on the Website Proprietary Content) not intended to be so read (this includes using or directly viewing the underlying HTML or other code from the Website Proprietary Content except as interpreted and displayed in a web browser). We reserve the right to suspend or terminate your access to this Website and/or ability to use the services with or without notice for failure to comply with these Terms and

Conditions, for providing us with untrue or inaccurate information about yourself, for infringement upon any of our proprietary rights, or for any other reason whatsoever or for no reason.

**4. Trademarks**. The names, titles, trademarks, service marks, and logos that appear on the Website, including without limitation "Morgan Art Foundation," are registered and unregistered marks of Morgan Art Foundation (the "Trademarks"). All rights therein belong to us. You may not use the Trademarks without our prior, written permission. The trademarks of third parties may also appear on the 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 Website grants any right or license to use any of the Trademarks or may be construed to mean that we have authority to grant any right or license on behalf of any third-party trademark owner.

**5. User Information**. You may use the Website without registering or submitting any personally identifiable information. As a service, we offer visitors to the Website the opportunity to subscribe to the Morgan Art Foundation email newsletter (the "Newsletter"). To subscribe to the Newsletter, you will be asked to submit your name and email address (the "Subscriber Information"). You may subscribe or unsubscribe at any time by following the instructions on the Newsletter. The Subscriber Information shall be subject to our Privacy Policy below which is incorporated herein by reference as if set forth fully here. You acknowledge and agree that you are solely responsible for the accuracy of your Subscriber Information.

**6.** Submitted Materials. Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret, or proprietary information or other material from you, by email or in any other way. Any materials submitted or sent to us ("Submitted Materials") will be deemed not to be confidential or secret, and they may be used by us in any manner consistent with the Privacy Policy. By submitting or sending Submitted Materials to us, you (a) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto (*i.e.*, that the material you submit does not infringe the rights of a third party), and that any "moral rights" in Submitted Materials have been waived; (b) irrevocably assign to us all right, title, and interest therein and waive any rights therein that cannot be assigned to us (including moral rights); and (c) acknowledge that we have the unrestricted right to use Submitted Materials for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person. We are not responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time, with no notice.

7. Third-Party Websites. The Website may contain links to third-party websites or services that are not owned or controlled by Morgan Art Foundation or its affiliates. The inclusion in the Website of any link to a third-party website does not constitute an endorsement or sponsorship of such third-party website or the information, content, products, services, advertising, code, or other materials presented on or through such third-party website. Any reliance on the contents of a third-party website is done at your own risk. Morgan Art Foundation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Morgan Art Foundation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly

advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

**8. Linking.** You agree that if you include a link from any other web site to the Website, such link shall (a) not contain any logos, but rather should merely read "Morgan Art Foundation" in plain text; (b) open in a new browser window; and (c) link to the full version of an HTML formatted page of the Website. You are not permitted to link directly to any image or product hosted on the Website, such as by using an "in-line" linking method to cause the image hosted by us to be displayed on another web site. You agree not to download or use images hosted on the Website on another website, for any purpose. You agree not to link from any other website to the Website in any manner such that the Website, or any page of the Website, is "framed," surrounded or obfuscated by any third-party content, materials, or branding. We reserve all of our rights under the law to insist that any link to the Website be discontinued and to revoke your right to link to the Website from any other web site at any time.

**9. Copyright Agent**. We respect the intellectual property rights of others and require that all who use the Website do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Morgan Art Foundation Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- (a) your address, telephone number, and email address;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) a description of where the alleged infringing material is located;
- (d) 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;
- (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent: VAGA at Artists Rights Society: <u>info@arsny.com</u>.

10. Disclaimer. Morgan Art Foundation, its subsidiaries, and affiliates are not responsible for and do not guarantee the accuracy or completeness of any Website Proprietary Content or other items contained within the Website. We reserve the right to immediately remove or make changes to any Website Proprietary Content for any reason or for no reason in our sole discretion. WE PROVIDE THE WEBSITE ON AN "AS IS" AND "AS-AVAILABLE" BASIS. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COPYRIGHT OWNERSHIP AND/OR NONINFRINGEMENT OF COPYRIGHTS OR OTHER THIRD-PARTY PROPRIETARY RIGHTS. WE DO NOT WARRANT THAT THE WEBSITE WILL PROVIDE CONTINUOUS. PROMPT. UNINTERRUPTED. SECURE. OR ERROR-FREE SERVICE. WE DO NOT WARRANT THAT THE WEBSITE OR ANY SERVICES, CONTENT, FUNCTIONS, INFORMATION, MATERIALS, OR PRODUCTS AVAILABLE THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT ANY INFORMATION PROVIDED WILL BE TIMELY, ACCURATE, RELIABLE, PRECISE, THOROUGH, CORRECT OR COMPLETE; THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ANY PARTICULAR RESULT OR OUTCOME CAN BE ACHIEVED OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR **RELIABLE. WE MAKE REASONABLE, ONGOING EFFORTS TO REVISE AND UPDATE** THE WEBSITE, BUT ASSUME NO LIABILITY FOR ANY ERRORS OR OMISSIONS, INCLUDING THE INACCURACY OF CONTENT, OR FOR ANY DAMAGES OR LOSSES THAT YOU OR ANY THIRD-PARTY MAY INCUR AS A RESULT OF THE UNAVAILABILITY OF THE WEBSITE. WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES WHICH MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ARISING FROM YOUR USE OF THE WEBSITE.

11. Liability. IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL MORGAN ART FOUNDATION, ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS, OR ANY OF THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO **RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE WEBSITE, THE** WEBSITE PROPRIETARY CONTENTS, USER INFORMATION, SUBSCRIBER INFORMATION, THE SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON AND IN AND MADE AVAILABLE THROUGH THE WEBSITE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR MORGAN ART FOUNDATION HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE PROTECTED ENTITIES TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE WEBSITE, THE WEBSITE PROPRIETARY CONTENTS, USER **INFORMATION OR SUBSCRIBER INFORMATION ON, IN, AND MADE AVAILABLE** THROUGH THE WEBSITE, OR THE SERVICES, INFORMATION, OR PRODUCTS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE OF PRODUCTS PURCHASED AND PAID FOR BY YOU VIA THE WEBSITE IN THE PRECEDING TWELVE (12) MONTH PERIOD. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF MORGAN ART FOUNDATION AND ITS AFFILIATES, SUBSIDIARIES OR ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS U.S. (\$10 U.S.). If you are dissatisfied with the Website, or with any of these Terms and Conditions, or feel we have breached these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Website.

**12. Indemnification.** You shall indemnify, defend and hold the Protected Entities harmless against any and all claims, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and disbursements) arising out of or incurred in connection with your use of the

Website or products or services obtained through the Website, your fraud, violation of law, negligence or willful misconduct, or any breach by you of these Terms and Conditions.

**13. Entire Agreement.** These Terms and Conditions represent the entire agreement between you and Morgan Art Foundation with respect to the subject matter hereof, and supersede any and all prior agreements, express and implied.

**14. Governing Law and Jurisdiction.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, United States of America, without reference to its conflict of law rules. By accessing, viewing, or using the services, works, content, or materials on the Website, you consent and agree to (a) the personal and exclusive jurisdiction of the federal and state courts located in the County of New York and State of New York, United States of America; (b) accept service of process by personal delivery, mail, or email; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

**15. Miscellaneous.** The Website is not directed to children younger than 13 and is offered only to users 13 years of age or older. If you are under 13 years of age, please do not use or access the Website at any time or in any manner. The Website is controlled and operated from within the United States. Without limiting anything else, we make no representation that the Website or Website Proprietary Contents or other materials available on, in, or through the Website are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Persons who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The waiver or failure of Morgan Art Foundation to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms and Conditions. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms and Conditions or any provision hereof. All rights not expressly granted by Morgan Art Foundation herein are specifically and completely reserved.

# **Privacy Policy**

Morgan Art Foundation Ltd. and its affiliated entities ("Morgan Art Foundation," "we," "us," "our," or other similar pronouns) respect your privacy and seek to protect your personal data. This Privacy Policy covers information that you give to us under a wide variety of circumstances, including, for example, when you register for or attend our events, or visit our websites.

We describe below how we gather and use that information. The amount of information we hold about you and how we use it depends on your relationship with us, and some of the sections below may not be relevant to you. We will alter and update this Privacy Policy from time to time. The date of the most recent update is stated at the bottom of this Privacy Policy.

# Morgan Art Foundation's Data Principles

1. We keep to a minimum the amount of data we hold about you.

2. We use your data to respond to your inquiries and provide you with information that we believe you would like to receive about the artist Robert Indiana or our events (the lawful basis for this is "legitimate interest").

3. We use your data to complete transactions with you on our website and affiliated businesses (the lawful basis for this is "contract").

4. We use your data to communicate with you when you signup and opt in to receive information from us (the lawful basis for this is "consent").

5. We hold your data only for as long as necessary.

6. We apply appropriate security mechanisms to protect your data.

7. Our legitimate business interests are balanced with your interests, rights, freedoms, and your consent.

The European General Data Protection Regulation ("GDPR") concerns the use and processing of personal information. We are committed to using and processing your information in compliance with the GDPR, wherever you are located. You can find out more about the GDPR from the European Commission's website.

We are further committed to using and processing your personal information in compliance with the California Consumer Privacy Act ("CCPA"). You can find out more about the CCPA from the <u>California Department of Justice website</u>.

We are happy to answer any questions you have about this Privacy Policy. Email us at <u>info@robertindiana.com</u>.

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# FAQs

We hope to answer some of the most frequently asked questions about our Privacy Policy below. For further information, please read our Privacy Policy in full.

# What information does Morgan Art Foundation collect about me?

We may collect some or all of the following: name, phone number, mailing address, email address, information about your browser, IP address, age, gender, socio-economic status, professional information, data provided by cookies and other similar technologies including your browsing history on our websites, functional data such as registration and system data, as well as additional usage data—for instance, your communication permissions, artist and product preferences, and creative interests or information about your attendance at one of our events.

# Why does Morgan Art Foundation need my information?

We use your data to help us provide the best experience to you, which includes improving (and, where possible, personalizing) your interactions with us. We also use your data to communicate with you, including, for example, to inform you about shows, events, products, and updates; to fulfill contracts; to send you the goods you have purchased; and to collect payments.

In addition, we may use data about you for the following purposes:

- to manage and ensure the integrity of our sales;

- to provide publications, catalogs, and information you request;

- to manage your relationship with us;
- to improve and personalize our websites based on your inferred interests;
- to expand our online audiences;
- to manage your account, inquiries, and requests;
- to provide, maintain, and protect our digital offerings;
- to protect against risk of fraud;
- to protect and defend our rights and property;
- to comply with legal obligations; and

- for any other purpose that we tell you about specifically when you register or provide data to us.

## Can I opt out of sharing my information with Morgan Art Foundation?

Yes, you do not have to share your information with us and you may opt out from receiving communications from us at any time by contacting us at <u>info@robertindiana.com</u>. We will respect your rights under the GDPR and CCPA in this regard.

## How do I delete my personal data and what are the consequences?

You can email <u>info@robertindiana.com</u> to request that your data be deleted. However, deleting your personal data may impact your experience with Morgan Art Foundation. We will not delete data that is needed to fulfill a contract until that contract is completed or unless we agree to terminate the contract. We will inform you if deleting your data will impact our ability to perform a contract in case this affects your decision.

## How long does Morgan Art Foundation keep my information?

We retain personal data for as long as necessary—to fulfill the transactions you have requested or for other essential purposes (for example, complying with our legal obligations, resolving disputes, and fulfilling our agreements).

#### How is information stored?

We are committed to protecting the security of your personal data. We store data in a number of places depending on our requirements to access and use it. We use a variety of security technologies and procedures to help protect your personal data from unauthorized access, use, or disclosure. For example, we store the personal data you provide on cloud-based or computer systems that have limited access and are in controlled facilities. Where possible, we avoid storing paper records.

# Is Morgan Art Foundation using cookies to gather information?

Yes, we use cookies when you visit our websites. By visiting our websites, you agree to the use of cookies and similar technologies for the purposes described in our Privacy Policy and our Cookie Policy below. This helps us provide you with the best experience and allows certain parts of our websites to function properly. If this concerns you, you can adjust your browser or device settings to not accept cookies and similar technologies.

# How can I contact Morgan Art Foundation if I have questions or want to make a request concerning my personal information?

If you have any questions or requests regarding our use of your personal information, please email us at <u>info@robertindiana.com</u>.

# What personal data do we hold and why?

When you contact us to make an inquiry, we will use your name and contact information to respond. We will then use this information to communicate with you in the future.

We may obtain, collect, and update information about you via direct contact with you, from third parties who refer you to us, or automatically via your engagement with Morgan Art Foundation, including your use of our social media channels.

On request, we can provide you with access to all information, including proprietary information, that we maintain about you (but not other users unless required to do so by law) including unique identifier information (for example, your customer number or password) and contact information (for example, your name, address, and phone number). You can request this information by emailing us at info@robertindiana.com. We will correct inaccuracies on provision of the correct details or, where relevant, you can do this by changing your registered details online.

#### How does Morgan Art Foundation use my information?

Morgan Art Foundation collects and uses your information to support, improve, and obtain feedback regarding your experiences with us.

The information we collect is used for internal review and to improve the content of our websites and services. It is also used to notify users about updates.

If you submit an employment application to us online through our websites or otherwise, all of the information you submit may be used for any and all purposes ordinarily associated with processing an employment application.

If you do not want to receive emails from us in the future, please let us know by sending an email to <u>info@robertindiana.com</u>.

#### Who do we share your information with?

We work with third parties in the provision of some of our services and it may be necessary for us to share your information with them in order to provide those services.

On request, and when relevant, we will provide details of which third parties we work with. We will also discuss and agree on any specific security questions or requirements you may have during the provision of our services.

The third parties we work with are encouraged to meet the requirements of the GDPR and CCPA. When we contract with third parties we enter into agreements that encourage GDPR and CCPA compliance.

If we sell an artwork to you, to the extent possible, we share the invoice with the artist for their records.

We share your data internally and have a data transfer agreement in place that complies with EU law for sharing data from our branches in the EU to outside of the EU.

An exemption to the above is where we must disclose information to meet certain legal requirements.

We do not sell your data to anybody.

# Do I have the right to know what categories of my personal information Morgan Art Foundation shared with third parties?

Yes, you have the right to know what categories of your personal information we disclosed to a third party.

# How long do we store your data for?

We will store your personal information for as long as necessary. For example, we are required by law to keep information about financial transactions for the current financial year plus an additional six years.

We may store your information on our databases for reference and to record any preferences you have communicated to us, for example in relation to your opt-in status to receive marketing communications. We may retain and use information to answer queries or resolve problems, to provide improved and new services, to respect your rights under the GDPR and CCPA, and for any data-retention requirements of the law. This means we may retain information after you cease interacting with us.

We store your information securely to prevent unauthorized use.

## What are your rights regarding our use of your personal data?

You can review, edit, or ask us to delete the personal data we hold. You will always have the right to opt out of receiving promotional emails and other types of marketing or sales communication from us. If you opt out, you will also have the ability to opt back in at a later date.

If you wish to stop receiving marketing emails from us, please click on the "Unsubscribe" link included at the bottom of an email. We respect your choice, and we will stop sending you promotional emails once you unsubscribe. It may take up to two weeks to process your request.

If you wish to update your details, if you need to check the accuracy of the details that we hold about you, or if you have any requests or questions related to this Privacy Policy, please email us at info@robertindiana.com.

# Will Morgan Art Foundation discriminate against me if I make a request related to my personal information?

No, you have the right to nondiscriminatory treatment if you make a data-related request.

# Will Morgan Art Foundation contact me via email alerts, notices, and newsletters?

Morgan Art Foundation sends marketing information only to those persons it believes it has a legitimate business interest to contact. This means, from time to time, we may send you email newsletters or other notifications. If you supply us with your postal address or telephone number you may receive periodic mailings or calls from us with information on new products and services or upcoming events.

If you wish to stop receiving some, or all, of our marketing communications, follow the instructions included in our emails, contact us at info@robertindiana.com.

#### Interception of email

Morgan Art Foundation may intercept email addressed to individuals within Morgan Art Foundation. We do this to secure your data, to protect our security, to detect and prevent crime, to identify correct recipients of email, and to make sure email is dealt with during staff absence. Morgan Art Foundation may reject, delay, or remove content from emails that may disrupt our systems or that pose security issues such as viruses.

We may also filter out emails that contain content considered offensive, unwanted, or spam. In certain circumstances, this may affect "innocent" emails. We do our best to reduce such occurrences.

## Security

Morgan Art Foundation has developed and implemented strict policies and processes governing information technology and data-user behavior. These cover areas such as access control, authentication, audit, monitoring, alarms, data storage and backup, transmission standards, and environment integrity.

We use reasonable efforts to install and have appropriate security measures in place in our systems and facilities to protect against the loss, misuse, or alteration of information that we have collected from you.

## Questions

If you have any questions about our Privacy Policy or the use of data in a particular service, please email us at <u>info@robertindiana.com</u>.

## **Cookie Policy**

Morgan Art Foundation Ltd. and its affiliated entities located inside and outside the EEA ("Morgan Art Foundation", "we", "us", or "our")

# Information about our use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

#### We use the following cookies

Strictly necessary cookies—these are cookies that are required for the operation of our website.

Analytical/performance cookies—these allow us to recognise and count the number of visitors to our website and to see how visitors move around the website when they are using it. This helps

us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

Functionality cookies—these are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

Targeting cookies—these cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose. No personally identifiable information is collected by targeting cookies we use and we only work with trusted advertising partners.

You can find more information about the individual cookies we use and the purposes for which we use them below:

Cookie: Google Analytics Name: \_ga Duration: 1 day

**Purpose:** These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve our site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.

Cookie: Google Analytics

Name: gid

Duration: 2 years

**Purpose:** These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve our site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.

Cookie: Google Analytics

Name: \_gat

Duration: 1 day

**Purpose:** These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve our site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

For further information on cookies, including how to see what cookies have been set on your device and how to manage and delete them, visit <u>www.allaboutcookies.org</u>.

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