



## Terms and Conditions (updated for 2022)

I understand that, by subscribing to the Audience Insights Manager (AIM), I am participating in a permission-based community patron database of consumer data compiled from participating organizations. The purpose of the project is to identify a targeted, qualified and focused group of cultural consumers; improve data analysis to identify potential new donors; examine consumer behavior through comparative market analysis; simplify mailing list exchanges; and develop a comprehensive audience advocacy tool.

I understand that the ArtPride New Jersey Foundation (ArtPride) has contracted with [TRG Arts](#) (TRG) as the service provider for this program and that my AIM subscription grants me unlimited access to TRG's Data Center platform for the purposes of uploading and managing segments of my data. I understand that my participation in AIM entitles me to a certain degree of data integration and enhancement that I may use for research and reporting purposes without incurring additional costs. However, using certain demographic and/or psychographic filters for actionable tasks including, but not limited to, mail list development may require that I pay additional licensing fees based on the size of the list and the filters applied.

My subscription in AIM includes unlimited Help Desk email support and 2 hours per/year of one-to-one web conferencing support from TRG Arts. Additional support hours may be purchased directly from TRG in 1-hour increments.

ArtPride is not responsible for any fees incurred on my behalf beyond my annual Data Center access. Any such fees would be clearly outlined by TRG prior to my approval.

I agree to pay the AIM subscription fee (as outlined on the AIM subscription form) to ArtPride in exchange for one year of access to the Data Center patron database. AIM's annual contract is from Feb 1 through Jan 31 of the following year. I understand that my subscription will renew automatically unless I notify ArtPride a minimum of thirty (30) days prior to start of the next contract year (Feb 1) and that my organization will be financially responsible for that subscription under that year's terms and conditions. I understand that ArtPride will notify the AIM contacts associated with my organization a minimum of 30 days in advance of my opt-out deadline. Subscriptions can only be cancelled by submitting the corresponding form online at <https://artpridenj.org/aim>.

I understand that by subscribing to AIM I may choose to share segments of my data (lists) with other cultural organizations for the purposes of permission-based list sharing. I also understand that ArtPride has entered into an agreement with TRG to make any lists I choose to share with the AIM community also available to cultural organizations registered with the Philadelphia Community Network, under the same permission-based rules of data sharing that pertain to AIM. I understand that data sharing of any kind through AIM is purely optional and I can opt out of the cross-market partnership with Philadelphia at any time by emailing [HelpDesk@trgarts.com](mailto:HelpDesk@trgarts.com).

To receive these benefits, I agree to the rights and responsibilities of permission-based data sharing. Specifically, I understand that data can only be shared with the express permission of the owner/organization. Under the contract terms between ArtPride and TRG, data transfers can only be transacted once the requesting organization receives express permission from the list owner. These approvals must be made by an AIM registered contact unless that segment is marked "auto approval." Only once permission is received will the AIM service provider (TRG) share, deliver, or export any data from the community database.

I understand that any information on a data list that I receive from any participating organization (other than information previously known to me) is both proprietary and confidential. This includes data from both the New Jersey and Philadelphia community databases.

I understand that the ArtPride New Jersey Foundation may use aggregate data from the AIM database for research and advocacy purposes, including data I submit, without having to obtain any additional permission. This DOES NOT include individual list trade requests, which would follow the same standard operating procedures outlined above.

**As a member of the AIM community database, I acknowledge that I am responsible to do the following:**

- subscribe or renew subscription prior to the deadline
- complete and submit an updated PAF form (as supplied) required by the US Postal Service to permit TRG Arts to perform National Change of Address (NCOA) updates
- follow best practices when segmenting my data for AIM
- keep my AIM data current throughout the year
- respond to any list trade requests in a timely manner (if applicable)
- notify the ArtPride New Jersey Foundation program staff of any changes to any registered AIM contacts in a timely fashion via the online form at <https://artpridenj.org/aim>
- assume any and all costs associated with my organization's participation in the AIM community database and pay all fees in a timely manner
- agree to mail materials to patrons from each accessed list only once and only for the purpose expressed when requesting the data (if applicable)

I understand that this submission form equates to a Services Agreement with the ArtPride New Jersey Foundation.

I agree to hold harmless and waive any potential claims, suits or judgments against the ArtPride New Jersey Foundation; New Jersey State Council on the Arts/Department of State; New Jersey Theatre Alliance; and TRG Arts.

### **Acceptance of Terms and Conditions**

The authorized representative, acting on behalf of their affiliated organization, understands that an AIM subscription represents acceptance of these terms and conditions as well as evidence that they are empowered by their affiliated organization to act on its behalf in this matter. In all cases, the decision of the ArtPride New Jersey Foundation will be final.