



TERMS OF USE

Effective Date: October 9, 2025

Welcome to the official websites of the Fashion Umbrella Foundation (“we,” “our,” or “the Foundation”). These Terms of Use (“Terms”) apply to all websites owned or operated by the Foundation, including but not limited to fashionumbrella.org, baltimorefw.com, banyagency.com, and nixonartgallery.com. By accessing or using any of these sites, you agree to comply with and be bound by these Terms and our Privacy Policy.

Use of Our Site - Our websites are part of the Fashion Umbrella Foundation’s nonprofit fundraising efforts. By using our sites, you agree to use them responsibly and in accordance with all applicable laws. You may not use our sites in ways that damage, disrupt, or interfere with other users.

Privacy - Your use of this site is also governed by our Privacy Policy. Please review it to understand how we collect and use your information.

Electronic Communications - When you contact us via email or browse our website, you consent to receive communications from us electronically.

Your Account - If you create an account on our site, you are responsible for maintaining its confidentiality. The Fashion Umbrella Foundation is not responsible for unauthorized access due to lost or stolen login credentials.

Payments, Registrations & Refunds - All payments, registrations, ticket purchases, and deposits made through our websites are final and non-refundable. By completing a transaction, you acknowledge and agree that all sales are final. If you have questions about a specific transaction, please contact us before submitting payment at info@fashionumbrella.org.

Children Under 13 - We do not knowingly collect personal information from children under the age of 13. Anyone under 18 should use our sites with a parent or guardian’s permission.

Third-Party Links & Services - Our websites may include links to third-party sites. We are not responsible for the content or privacy practices of these external sites.

Intellectual Property - All content on our websites—text, graphics, logos, videos, and more—is owned by the Fashion Umbrella Foundation or licensed to us. You may not copy, sell, or distribute any of this content without written permission.

International Users - Our websites are operated in the U.S. If you access them from outside the U.S., you are responsible for complying with local laws.



Liability Disclaimer - All content and services are provided "as is" without warranties. We are not liable for damages resulting from the use or inability to use our site, even if we've been advised of the possibility of such damage.

Indemnification - You agree to indemnify, defend, and hold harmless the Fashion Umbrella Foundation, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use of our websites, violation of these Terms, or infringement of any third-party rights.

Dispute Resolution - Any dispute arising out of or relating to these Terms or your use of our websites shall be resolved exclusively by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Baltimore, Maryland. You waive any right to bring a class action or to have disputes heard in a court of law.

Changes to Terms - We may update these Terms from time to time. Your continued use of our sites means you accept the current version. We encourage you to check back periodically.

Privacy Policy - At the Fashion Umbrella Foundation, we value your privacy and are committed to protecting any personal information you share with us. This policy explains how we collect, use, and safeguard your information when you visit our website at www.fashionumbrella.org.

What We Collect - When you browse our site or engage with our content, we may collect:

- Your name and email address (if you fill out a form or subscribe to updates)
- General website activity (such as pages visited, time spent on site, browser type, and IP address)
- This data helps us improve the site and enhance your experience.
- How We Use Your Information - We use the information we collect to:
- Respond to inquiries or requests
- Send event updates, newsletters, or promotional content (if you opt in)
- Monitor and improve website performance
- We do not sell your personal information to third parties.

Cookies - Our site uses cookies (small text files stored on your device) to understand how visitors use our website. You can choose to disable cookies through your browser settings. However, some parts of the site may not function properly without them.

Keeping Your Data Safe - We take reasonable steps to keep your information secure, but please note that no method of online transmission is completely secure. We use trusted tools and practices to protect your data to the best of our ability.



Policy Updates - We may update this policy occasionally. Any changes will be posted right here on this page. Your continued use of the website means you agree to the updated terms.

Photo Release - By attending any Fashion Umbrella Foundation event or program, attendees grant permission for their image to be captured and used in promotional materials including—but not limited to—our website, social media, flyers, publications, and presentations.

We may use photos or videos for educational or promotional purposes, and images may be shared with partners or media in connection with our work. We do not sell or license these materials to third parties for unrelated commercial use.

Participation in any ticketed or registered event implies consent. However, individuals may request in writing to withhold or revoke consent at any time. Photos of minors will never be used without parental or guardian permission. Individuals who wish to revoke consent must submit a written request to info@fashionumbrella.org. The Foundation will make every reasonable effort to remove such images from future use. We respect your privacy and comply with all applicable image rights and privacy laws. For questions or consent removal,

Event Registration/Ticketing Policy - To ensure a fair and organized experience for all attendees, the following policy applies to all registration/ticketed events:

- Each attendee must have their own individual ticket.
- Only one ticket is allowed per guest.
- Registration/ticket sales with the same name and/or email address will be considered duplicates and may be subject to cancellation without notice.
- *Registration/ticket sales must reflect accurate and unique attendee information at the time of registration.*
- *Any attempt to register or purchase ticket sales under the same name or email address violates this policy and will result in the removal of duplicate entries.*
- *Duplicate entry removals are not subject to a refund.*
- For certain events, identification may be required upon check-in.

The name on the registration/ticket must match the ID presented. A Registration/Ticket that does not match the attendee's identification will not be accepted and entry will be denied. We reserve the right to cancel any tickets that do not comply with this policy, and a refund will not be honored.

Refund Policy - All registration/ticket sales are final. We do not offer or honor refunds under any circumstances. This includes, but is not limited to, situations where a guest is unable to attend the event, arrives late, or fails to meet entry requirements (such as valid ID, duplicated registration or ticket sales, or name mismatch on ticket). All registration/ticket sales are final sale and cannot be exchanged, credited, or transferred to another event.

By purchasing a ticket, you acknowledge and accept this policy in full. This refund policy is binding and enforceable. Attempts to dispute charges or seek unauthorized refunds through third-party



services or financial institutions will be considered a violation of our event terms and may result in cancellation of your ticket and exclusion from future events.

We encourage all attendees to review the event details and confirm availability before completing their purchase.

Gift Policy - For all accepted non-cash gifts, the donor is responsible for determining the fair market value for tax purposes. The Foundation will issue an acknowledgment letter in compliance with IRS regulations but does not provide formal appraisals.

We currently accept:

- Cash donations (via check, credit card, or online)
- Publicly traded securities
- Approved in-kind donations
- Tangible property that directly supports our programs

We are unable to accept:

- Gift cards or gift certificates (IRS does not allow nonprofits to accept these as direct charitable donations)
- Gifts with restrictions that conflict with our mission
- Tangible property we are unable to use or manage

All non-cash gifts require prior approval. For questions, or to propose a non-cash donation, please email us. We deeply appreciate every act of giving that helps move our mission forward.

The following supplemental policies form part of these Terms of Use and apply to all participants, donors, and visitors of the Foundation's programs and websites.

Accessibility Policy (ADA Compliance) - The Fashion Umbrella Foundation is committed to ensuring digital and physical accessibility for all visitors, supporters, and participants, including individuals with disabilities.

We continually strive to enhance the usability of our websites, events, and communications to align with the Web Content Accessibility Guidelines (WCAG) 2.1 and the Americans with Disabilities Act (ADA).

Commitments Include:

- We make reasonable efforts to ensure our websites are accessible and navigable.
- Event venues are selected with ADA accessibility in mind.
- Requests for accommodations can be made by contacting us at info@fashionumbrella.org at least 14 days prior to any event.



If you experience any difficulty accessing any content or functionality on our websites, please let us know so we can make the necessary improvements.

Code of Conduct / Participant Policy - The Fashion Umbrella Foundation is dedicated to fostering safe, respectful, and inclusive environments across all programs and events.

By participating in any Foundation program, workshop, or event, you agree to:

1. Treat all participants, volunteers, and staff with respect.
2. Refrain from harassment, discrimination, or disruptive behavior of any kind.
3. Follow all safety and event guidelines provided by the Foundation or venue staff.
4. Use Foundation property and spaces responsibly and return any borrowed materials.
5. Uphold the Foundation's mission and values in all interactions, including online conduct.

The Foundation reserves the right to remove or deny participation to any individual whose behavior is disruptive, unsafe, or inconsistent with these values. Violations may result in removal from events without refund or further participation.

Volunteer & Intern Policy - Volunteers and interns play a vital role in supporting the mission of the Fashion Umbrella Foundation. To ensure professionalism and safety, the following expectations apply:

Expectations:

- Conduct yourself in a manner that reflects the Foundation's mission and values.
- Follow instructions from event leaders, coordinators, or staff.
- Maintain confidentiality regarding any sensitive information or internal discussions.
- Notify your supervisor promptly if you are unable to fulfill your commitment.
- Dress appropriately for assigned duties or event roles.

The Foundation reserves the right to end a volunteer or intern assignment at any time for failure to comply with these expectations or for conduct inconsistent with the organization's standards.

Non-Discrimination Statement - The Fashion Umbrella Foundation provides equal opportunities for volunteers and interns without regard to race, color, religion, gender, sexual orientation, national origin, age, or disability.



Social Media & Communications Policy - The Fashion Umbrella Foundation encourages positive engagement and responsible communication on all digital platforms. To protect our brand and mission integrity:

For Staff, Volunteers, and Affiliates:

- Use professionalism and respect when referencing the Foundation or its programs online.
- Do not share confidential or internal information without written permission.
- Only authorized personnel may post official content on the Foundation's or its affiliate brands' accounts (e.g., Baltimore Fashion Week, Youth Open Mic).
- Personal posts that feature Foundation events should reflect the spirit of positivity and community.

Brand Usage - Use of the Foundation's logos, event images, or trademarks for personal promotion requires written approval.

Disclaimer - Opinions expressed by individuals do not necessarily reflect the official views of the Fashion Umbrella Foundation.

Data Retention & Security Policy - The Fashion Umbrella Foundation values transparency and accountability in handling data entrusted to us by supporters, donors, and participants.

Data Collection and Retention:

- We collect only the information necessary to process donations, registrations, or communications.
- Donor and event data are securely stored for up to **seven (7) years** for recordkeeping and audit purposes.
- After the retention period, data is permanently deleted or anonymized in accordance with data protection best practices.

Security Measures:

- Access to personal data is limited to authorized staff and contractors.
- We use encryption, secure servers, and password protection to safeguard information.
- In the event of a data breach, we will notify affected individuals as required by applicable law.

Contact - Questions about our data practices may be directed to info@fashionumbrella.org.



These Terms of Use, Privacy Policy, and related policies constitute the entire agreement between you and the Fashion Umbrella Foundation regarding your use of our websites. If you have any questions about these policies, please contact us at info@fashionumbrella.org.