
Attorney Review Package: Hope Fine Art Compliance Documents

Date: November 20, 2025

Purpose: To present near-final drafts of external-facing legal documents for review and approval, thereby minimizing billable drafting hours. Documents are engineered to mitigate the specific risks detailed in the **TDCJ Violation Consequences Analysis**.

1. Executive Summary: Organizational and Legal Compliance Strategy

This package is designed to establish a legally defensible operating structure for Hope Fine Art, a 501(c)(3) nonprofit, while mitigating the extreme regulatory risks associated with operating within the Texas Department of Criminal Justice (TDCJ) system. The core strategy is the creation of a comprehensive **"Legal Firewall"** to separate the organization's charitable, rehabilitative mission from any commercial transaction involving currently incarcerated artists.

Strategy Component	Core Risk Mitigated	Key Document Sections
TDCJ/Transactional Firewall	Unauthorized Inmate Business Activity. Prohibiting the nonprofit from acting as an agent or facilitating sales.	T&C Section 1: Absolute Disclaimer of Sale and No Agency.
General Digital Liability	Standard Website/User Risk. Protecting the organization from user claims, technical failures, and misuse.	T&C Section 5: Disclaimer of Warranties; T&C Section 6: Indemnification; T&C Section 7: Binding Arbitration.
IRS/Private Inurement Firewall	501(c)(3) Status Loss. The T&C specifies the nonprofit receives no financial benefit from post-release sales.	T&C Section 1; Privacy Policy Section 3.

Data Privacy Compliance	State/Federal PII Risk. Ensuring transparent, minimal data use and compliance with consumer privacy rights.	PP Section 4: Specific Data Retention/Deletion; PP Section 7: US State Privacy Rights.
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The framework operates on a **legal deferral model**: The nonprofit's function stops at advocacy and providing a future contact list (Collector Notification List). All financial transactions and negotiations are deferred until *after* the artist is officially released, becoming a transaction handled **solely between the artist and the collector**, with the nonprofit receiving zero commission or financial benefit.

2. Hope Fine Art Terms and Conditions of Use (Final Expanded Draft)

Effective Date: November 20, 2025

Welcome to Hope Fine Art. Please read these Terms and Conditions ("T&C," "Terms") carefully before using the website, which is operated by Hope Fine Art, a Texas 501(c)(3) nonprofit organization. By accessing or using the site, you agree to be bound by these Terms.

1. Absolute Disclaimer of Sale and Transaction (TDCJ Compliance)

THIS SECTION IS CRITICAL TO OUR LEGAL COMPLIANCE. WE OPERATE IN STRICT ADHERENCE TO THE REGULATIONS OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ) REGARDING INMATE BUSINESS ACTIVITY.

- **Non-Commercial Purpose:** The Hope Fine Art website is a non-commercial portfolio and advocacy platform. Its sole purpose is to showcase the therapeutic, educational, and rehabilitative work of currently incarcerated artists and to raise funds to support the program's charitable mission.
- **NO SALES OR RESERVATIONS:** No piece of displayed art by a currently incarcerated artist is for sale, available for reservation, subject to negotiation, or otherwise commercially accessible. The Organization strictly prohibits the facilitation of any sales or financial transactions involving currently incarcerated individuals.
- **Post-Release Transactions:** If you join the Collector Notification List, your information is shared with the artist only upon their release. Any subsequent communication, negotiation, or transaction regarding the acquisition of artwork will occur solely between you and the artist, entirely separate from and independent of Hope Fine Art. The Organization accepts no liability and receives no commission, fee, or financial benefit from these independent transactions.
- **No Agency:** Hope Fine Art does not act as an agent, broker, or dealer for the artists.

2. Intellectual Property, Copyright, and Licensing

- **Artwork Copyright:** All images of artwork displayed on the site are copyrighted materials and remain the intellectual property of the individual artists. No part of any artwork image may be downloaded, reproduced, or distributed without the express written permission of the artist.
- **Organizational Content:** The website design, logo, text, organization names, mission statements, and other supporting content are the exclusive property of Hope Fine Art, protected by copyright and intellectual property laws.

3. Content Accuracy

Hope Fine Art strives to present accurate and complete information regarding artist statements, biographical details, and the therapeutic programs. However, we cannot guarantee that all information, including artist release dates or other external details, is error-free. You acknowledge that you rely on any such information at your own risk.

4. Limitation of Liability

In no event shall Hope Fine Art, its directors, employees, or agents be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of the website or the inability to use the website, including, but not limited to, reliance by any user on any information obtained from the website. Furthermore, Hope Fine Art expressly disclaims all liability for any claims, actions, or damages arising out of any post-release transaction or communication initiated between a collector and an artist through the Collector Notification List.

5. Disclaimer of Warranties

The website and all content, materials, information, and services included on or otherwise made available to you through this site are provided by Hope Fine Art on an "as is" and "as available" basis. Hope Fine Art makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, or materials included on this site. You expressly agree that your use of this site is at your sole risk. **To the fullest extent permissible by applicable law, Hope Fine Art disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.**

6. Indemnification

You agree to indemnify, defend, and hold harmless Hope Fine Art, its directors, officers, employees, agents, and affiliates from and against any and all losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of the website; (b) your breach of these Terms; (c) any violation of the rights of a third party; or (d) any post-release transaction or communication with an artist that results in a claim against the organization.

7. Dispute Resolution, Binding Arbitration, and Class Action Waiver

Agreement to Arbitrate. All disputes, claims, or controversies arising out of or relating to the Terms or the relationship between you and Hope Fine Art (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) that cannot be resolved informally shall be exclusively resolved by final, binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules.

- **Waiver of Jury Trial:** You and Hope Fine Art waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury.

- **Waiver of Class or Consolidated Actions:** You and Hope Fine Art agree that any arbitration shall be limited to the dispute between Hope Fine Art and you individually. **You acknowledge and agree that you may only bring claims against Hope Fine Art in your individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding.**

8. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Subject to the agreement to arbitrate in Section 7, any legal action or proceeding relating to your access to, or use of, the site shall be instituted in a state or federal court in Texas.

9. Changes to Terms

We reserve the right to modify or replace these Terms at any time. By continuing to access or use our website after those revisions become effective, you agree to be bound by the revised terms.

3. Hope Fine Art Privacy Policy (Final Expanded Draft)

Effective Date: November 20, 2025

Hope Fine Art ("The Organization," "we," "us," or "our") respects your privacy and is committed to protecting your personally identifiable information (PII). This policy describes what information we collect, why we collect it, and how we use it, particularly concerning our charitable mission and compliance requirements within the Texas correctional system, in alignment with both state and federal data protection standards.

1. Information We Collect

We collect information you voluntarily provide to us when you interact with our website, as well as automatic data collected during your visit:

- **A. Personal Data (PII):** Information you provide to us directly.
 - Contact Information: Name and Email Address (primarily collected through our Donor forms and the Collector Notification List).
 - Donation Details: We collect donor names, mailing addresses, and transaction amounts.
- **B. Financial Data:** Financial data (credit card numbers) necessary to process donations is handled directly by **third-party payment processors** (e.g., Stripe, PayPal) and is **not stored, accessed, or retained** by Hope Fine Art.
- **C. Non-Personal Data (Derivative Data):** Information our servers automatically collect when you access the site. This includes your IP address, browser type, operating system, access times, and the pages you have viewed directly before and after accessing the site.

2. How We Use Your Information (Grounds for Using and Processing Your Data)

We use and process your PII based on your consent and our **Legitimate Business Interests**—the necessity of fulfilling our charitable, tax-exempt mission.

We collect and use your PII for the following specific purposes:

- **Collector Notification:** To fulfill the explicit purpose of notifying you when an artist is released from incarceration and may be able to engage in independent communication regarding their artwork.
- **Mission Updates:** To send you organizational newsletters, updates on our programs, artist success stories, and donation appeals (if you have opted in).

- **Donation Processing:** To process and acknowledge charitable donations and issue tax receipts for 501(c)(3) compliance.
- **Website Analytics:** To monitor and analyze usage and trends to improve your experience and the functionality of the website.

3. Disclosure and Sharing of Your Information

Hope Fine Art operates strictly as a charitable organization and **does not sell, trade, rent, or otherwise market your PII to external third parties for marketing purposes.**

We will share your information only in the following limited circumstances:

- **Released Artists:** If you subscribe to the Collector Notification List, your name and email address will be provided directly to that artist **only after their official release** from the TDCJ. The Organization maintains no involvement, financial or otherwise, in these independent contacts.
- **Other Third Parties (Service Providers):** We may share your data with vendors, consultants, and other service providers (like web hosting, cloud storage, payment processors, and analytics providers) who perform services for us or on our behalf. These parties are contractually obligated to keep your information confidential.
- **Required by Law:** We may disclose PII when required by law, such as to comply with a subpoena or similar legal process, or when we believe disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a governmental request.

4. Tracking Technologies (Cookies, Pixels, and Website Analytics)

We may use cookies, pixel tags, and other tracking technologies on the site to help customize the site and improve your experience.

- **Cookies:** Small data files stored on your hard drive that help us identify you and track site usage. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our service.
- **Website Analytics:** We use third-party tools (like Google Analytics) to help us analyze how users use the site. The information generated by these services is subject to their own privacy policies.

5. Data Security and Retention

We use commercially reasonable measures to protect the security of your PII. We retain your PII only as long as necessary to fulfill the purposes outlined in this policy, unless a longer retention period is required or permitted by law. **Upon successfully providing the Collector Notification PII to the newly released artist, the Organization will delete or archive that specific PII from its active contact database, retaining it only as required by law for organizational record-keeping purposes.**

6. Children's Privacy (COPPA)

Hope Fine Art does not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us immediately so we may take necessary action, including deletion.

7. Your Privacy Rights (US State Compliance)

You have the right to request certain actions regarding the Personal Data we hold about you. While Hope Fine Art does not engage in the sale of Personal Data, you may still exercise certain rights, including:

- **Right to Access/Confirm:** The right to request confirmation of whether we are processing your Personal Data and to access that data.
- **Right to Correct/Update:** The ability to update or correct inaccuracies in your account information (e.g., name, email address) at any time.
- **Right to Deletion (Right to Opt-Out of Processing):** The right to request the deletion of your Personal Data from our records.

To exercise any of these rights, please contact us at [Insert Organizational Contact Email]. We will respond to your request within the timeframe required by applicable state or federal law.

8. Governing Law

This Privacy Policy is governed by the laws of the State of Texas and applicable United States federal law