

# Terms of Use and Privacy Policy

The Museum of Glass ("MOG") provides this website and the online store (collectively, the "MOG Website") in support of its charitable mission to ignite creativity, fuel discovery, and enrich lives through glass and glassmaking. By accessing the MOG Website, you accept without limitation or qualification these terms and conditions. MOG may revise these terms and conditions at any time, which revisions shall bind you. If you do not wish to be bound by these terms and conditions, exit the MOG Website now and refrain from further use.

## Trademarks

The names, titles, trademarks, service marks, and logos that appear on the MOG Website are registered and unregistered marks of MOG, including but not limited to Museum of Glass, MOG, Hot Shop Heroes, Kids Design Glass, and Fuel Their Fire ("MOG Trademarks"). You may not use the MOG Trademarks without MOG's prior written permission.

The trademarks of third parties may also appear on the MOG 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 MOG Website grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any of the MOG Trademarks or may be construed to mean that MOG has authority to grant any right or license on behalf of any third-party trademark owner.

## All Content is Protected by Copyright Laws

Images, text, software, documentation, electronic text and image files, audio and video files and clips, and other materials on the MOG Website are protected by copyright laws and may be covered by other restrictions as well. MOG retains all rights it may hold, including copyright, in data, image, text, and any other information contained in these files. Copyrights and other proprietary rights in the material on this website may also subsist in individuals and entities other than, and in addition to, MOG. MOG expressly prohibits the copying of any protected materials on this website, except for the purposes of fair use as defined in the copyright laws, and as described below.

## Fair Use

Fair use of copyrighted material includes the use of protected materials for noncommercial educational purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. Unless otherwise noted, users who wish to download or print text, audio, video, image and other files from the MOG Website for such uses are welcome to do so without MOG's express permission. Users must cite the author and source of this material as they would material from any printed work; the citation should include the URL "[www.MuseumOfGlass.org](http://www.MuseumOfGlass.org)".

By downloading, printing, or otherwise using text, audio, video, image and other files from the MOG Website, whether accessed directly from this website or via other sites or mechanisms, users agree that they will limit their use of such files to fair use, and will not violate MOG's or any other party's proprietary rights.

### Commercial Use

Unauthorized publication or exploitation of MOG's files is specifically prohibited. Anyone wishing to use any of these files or images for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior permission. All requests to reproduce works of art from MOG's collection should be addressed directly to [RightsRepro@MuseumOfGlass.org](mailto:RightsRepro@MuseumOfGlass.org).

### Reservation of Rights

All rights not expressly granted by MOG herein are specifically and completely reserved. Nothing on the MOG Website or in these Terms of Use grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any content or property of any third party, or may be construed to mean that MOG has authority to grant any right or license on behalf of any third party.

### Digital Millennium Copyright Act (DMCA) Notice

MOG respects the intellectual property of others, and we ask users of the MOG Website to do the same. MOG may, in appropriate circumstances and at its discretion, take reasonable steps to disable and/or terminate access to the MOG Website of users who may be repeat infringers of copyright.

If you believe material posted on or linked to or from the MOG website constitutes copyright infringement, please provide a written, signed notice of infringement (a "DMCA Notice") to the designated agent at MOG, by fax or mail, at the address provided below. Such DMCA Notice should be in the form suggested by the United States Digital Millennium Copyright Act and should include the following information:

1. Identification of the copyrighted work(s) that you claim to have been infringed (for example: title, author, registration number, URL).
2. A description of where the material claimed to be infringed is located on the MOG Website (for example a link to the page that contains the material).
3. Information reasonably sufficient to permit MOG to contact you, such as an address, telephone number, and email address.
4. A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
5. A statement, made under penalty of perjury, that the information in the notification is accurate and that you are the owner or authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
6. An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Upon receipt of a valid claim (i.e., a claim in which all required information is substantially provided) Museum will undertake to have the disputed material removed from public view. We will also notify the user who posted the allegedly infringing material that we have removed or disabled access to that material. Museum has no other role to play either in prosecuting or defending claims of infringement, and cannot be held accountable in any case for damages, regardless of whether a claim of infringement is found to be true or false.

Please note: If you materially misrepresent that material infringes your copyright interests, you may be liable for damages (including court costs and attorney's fees) and could be subject to criminal prosecution.

Our designated agent is Jeff Ganung. He may be contact by:

Mail: Museum of Glass  
Attn: Jeff Ganung  
1801 Dock Street  
Tacoma, WA 98402

Fax: 253-276-0091

MOG provides the above contact information for DMCA notices only and reserves the right to respond only to correspondence that is relevant to DMCA compliance.

Please note: The DMCA provides that you may be liable for damages (including costs and attorney's fees) if you make a false or bad faith allegation of copyright infringement by using this process. If you are not sure what your rights are or whether a copyright has been infringed, you should check with a legal advisor first.

## Security

The security of your personal information is important to us. We maintain commercially reasonable administrative, technical and physical safeguards (varying depending on the sensitivity of such information) designed to protect against unauthorized use, disclosure or access of the personal information we collect on or through the MOG Website. Unfortunately, no data transmission over the Internet can be guaranteed to be fully secure. As a result, while we are committed to protecting your personal information, we cannot ensure or warrant in any way the security of any information you provide to us.

## Links

The MOG Website contains links to other sites. We are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave the MOG Website and to read the privacy statements of any other site that collects personally identifiable information.

## Submissions

We reserve the right to retain electronic communications sent by visitors. Any communication or material you post, transmit, or distribute on or via the MOG Website by electronic mail or otherwise, including any data or other content, questions, comments, suggestions, or the like, is and will be treated as, nonconfidential and nonproprietary. Anything you transmit or post may be used by MOG or its affiliates for any purpose, including but not limited to, reproduction, disclosure (to law enforcement entities or others), transmission, publication, broadcast, and posting. Furthermore, MOG is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to or via the MOG Website for any purpose whatsoever including but not limited to, developing, manufacturing, and marketing products using such information.

## Warranty and Indemnification

By using the MOG Website in any manner, you represent and warrant that your use will be consistent with these Terms of Use, including Fair Use. You agree to indemnify, defend, and hold MOG, its affiliates, trustees, directors, officers, employees, and agents harmless from all claims, causes, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to your use of the MOG Website.

## Disclaimer of Warranties

MOG provides the MOG Website on an "as is" basis. Your use of the MOG Website, content, and compilation is at your own risk. MOG disclaims 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. MOG does not warrant that the site will provide continuous, prompt, secure, or error-free service. MOG makes reasonable, ongoing efforts to revise and update the site, but assumes 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 site. MOG assumes no responsibility, and shall not be liable for, any damages to, or viruses that may affect, your computer equipment or other property arising from your use of the MOG website, including but not limited to the reproduction of the content or compilation.

## Limitation of Liability

Neither MOG, its affiliates, trustees, directors, officers, employees, or agents shall have any liability for any damages, including without limitation, any direct, indirect, incidental, compensatory, punitive, special, or consequential damages (even if we have been advised of the possibility of such damages) arising from or related to your use of the site, content, and/or compilation.

### Severance and Waiver

You acknowledge and agree that in the event any provision of these Terms of Use shall be held by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, in any respect, the validity, legality, and/or enforceability of the remaining terms and conditions contained herein shall not in any way be affected or impaired thereby. In such event, the parties agree that such invalid term(s) or condition(s) shall be validly reformed by the court to as nearly approximate the intent of the parties as reflected in the provision, and if unreformable, shall be severed and deleted from these Terms and Conditions. MOG's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless agreed to in writing by MOG.

### Venue and Choice of Law

These Terms of Use and any counterparts, amendments, or revisions thereto shall be governed and construed in accordance with the laws of the State of Washington, without regard to principles of conflicts of laws. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to this Agreement shall be brought in a Federal or State court located in Pierce County and the State of Washington, and the parties hereby waive any objection that they may have to personal jurisdiction in these courts.

### Entire Agreement

These Terms of Use are the complete statement of the agreement of the parties with respect to the subject hereof and supersede all prior agreements and understandings between the parties hereto with respect to the subject hereof. In order to be binding, any amendment or modification of this Agreement must be effected by an instrument in writing signed by the parties.

## Privacy Policy

MOG is committed to protecting your privacy when you visit our website, shop at our online store, or use the website to purchase a membership or make an online donation. MOG does not collect personal information about individuals, such as names and mailing or email addresses, unless the individual visiting the MOG Website knowingly provides it.

### Personally Identifiable Information

When you purchase something from our online store, purchase a membership or make a donation to MOG online, we collect the personal information you voluntarily give us such as your name, billing and shipping address, telephone number, email address, and credit card information. This information is used to process your order and/or to acknowledge your contribution. Your credit card information will be used only as needed to process your transaction.

From time-to-time the MOG Website may request information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information is used to help us better understand our audience, which in turn allows us to better meet your needs and interests

As a service, MOG offers visitors to the MOG Website the opportunity to subscribe to one or more of our online newsletters. If you choose to subscribe, you will receive MOG e-communications on the topics you choose. After you opt-in, you may withdraw your consent for us to contact you, at any time, by unsubscribing directly from the e-communications, contacting us at [info@museumofglass.org](mailto:info@museumofglass.org), or mailing us at: Museum of Glass, 1801 Dock Street, Tacoma, Washington 98402, USA.

### Children's Privacy

MOG does not actively solicit personal information from children. Visitors twelve years of age and under should remember that they are required to obtain an adult's permission before submitting any personal information to this or any other website. If a child has already provided us with personal information, the child's parent or guardian may contact us to have this information deleted.

### Use and Disclosure of Information

MOG uses the personal information you provide to us for internal purposes, such as filling and tracking your order, analyzing trends and collecting statistics. MOG may also compile and provide aggregate statistics about our visitors, customers, sales, traffic patterns and related site information to third parties, but these statistics will not include any personally identifying information.

MOG may release account information when such release is reasonably necessary to comply with the law; enforce the terms of any of our user agreements; or protect the rights, property, and safety of MOG, the users of its site, or others.

### Use of Outside Vendors

MOG may from time to time retain qualified third-party vendors in order to help us manage the MOG Website and allow us to better serve our visitors and customers. These may include third-party vendors we engage to analyze the information we collect on the MOG Website for marketing or similar purposes. MOG requires its vendors to maintain the security of the information to which they are provided access and restricts the vendors from using the information in any way not expressly authorized by MOG.

We may contract with third parties who use cookies to collect information on our behalf. These parties are required to maintain the confidentiality of this information. If you would like to opt out of this use of your information, you can change the preferences of your browser so that it does not accept cookies. We may contract with companies or others to provide certain services, including credit card processing, data management, promotional services, etc. We provide these service providers with the information

they need to perform these services, but we restrict the vendors from using the information in any way not expressly authorized by MOG.

### Tracking MOG Website Usage

When you visit the MOG Website, the web server recognizes your navigational information, including general information such as your domain name, browser version, service provider and IP address. We may also use statistical tools that may be operated by third party providers such as Google Inc. The navigational information we collect tells us about the use of the MOG Website by visitors, including the areas of our site that are most visited or the time of a last visit to a page on our website. It also tells us about the technical efficiencies of our website (i.e. the time it takes a visitor to connect to our website or download pages). The navigational information helps us better understand a visitor's experience and improve upon that experience by recognizing and delivering more of the features, services and products our visitors prefer.

### Cookies

We use "cookies" on the MOG Website. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site. Most Web browsers automatically accept cookies, but you can change the preferences of your browser so that it does not accept them. Certain parts of the MOG Website may not function as intended if cookies are not accepted.