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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.

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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.

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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, 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.

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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.

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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.

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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.