

Terms of Use, Privacy Policy and Refund Policy

Agreement with Terms and Conditions: This agreement ("Agreement") sets forth the terms and conditions that apply to you ("Visitor"), an individual accessing "<http://edu.glogster.com>", a part of Glogster a.s. By accessing <http://edu.glogster.com>, you agree to the following terms and conditions and the Privacy Statement. If you do not agree, you have no right or license to access any part of the <http://edu.glogster.com> and you should not do so.

Please note that certain services and programs offered by <http://edu.glogster.com> may have additional terms and conditions. Please check the specific service/program link(s) below to find these additional terms and conditions:

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Glogster has the right to change or discontinue any aspect or feature of <http://edu.glogster.com>, including, but not limited to, content, hours of availability, and equipment needed for access or use, at any time. Glogster has the right to change or modify the terms and conditions applicable to Visitor's use of <http://edu.glogster.com>, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the <http://edu.glogster.com>, or by electronic or conventional mail, or by any other means by which Visitor obtains notice thereof. Any use of <http://edu.glogster.com> by Visitor subsequent to such notice shall be deemed to constitute acceptance by Visitor of such changes, modifications or additions.

Conduct of Visitor:

Lawful Use:

Visitor shall use <http://edu.glogster.com> for lawful purposes only. Visitor shall not post or transmit through <http://edu.glogster.com> any material which: (i) violates or infringes in any way upon the rights of others; (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (iii) encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law; or (iv) contains advertising or any solicitation with respect to products or services, unless Glogster a.s. has expressly approved such material in advance of its transmission. Any conduct by a Visitor that in Glogster a.s.'s discretion restricts or inhibits any other Visitor from using or enjoying <http://edu.glogster.com> is expressly prohibited.

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Uploading of Intellectual Property:

Visitor shall not upload, post or otherwise make available on <http://edu.glogster.com> any material protected by copyright, trademark, or other proprietary right, without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any material is not protected by copyright rests with Visitor. Visitor shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of <http://edu.glogster.com>, Visitor automatically grants, or warrants that the owner of such material has expressly granted, Glogster a.s. the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Visitor also permits any other Visitor to access, view, store or reproduce the material for that Visitor's personal use. Visitor hereby grants Glogster a.s. the right to edit, copy, publish and distribute any material made available on <http://edu.glogster.com> by Visitor.

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Postings:

No Responsibility or Liability:

To the extent that portions of <http://edu.glogster.com> (such as "chat rooms" or "bulletin boards") provide users an opportunity to post and exchange information, ideas and opinions ("Postings"), BE ADVISED THAT GLOGSTER A.S. DOES NOT SCREEN, EDIT, OR REVIEW POSTINGS PRIOR TO THEIR APPEARANCE ON <http://EDU.GLOGSTER.COM>, and Postings do not necessarily reflect the views of Glogster a.s.. To the fullest extent permitted by applicable laws, Glogster a.s. shall in no event have any responsibility or liability for the Postings or for any

claims, damages, or losses resulting from their use and/or appearance on <http://edu.glogster.com>.

Monitoring:

Glogster a.s. reserves the right to monitor all Postings and to remove any which it considers in its absolute discretion to be offensive or otherwise in breach of these terms and conditions.

Warrant that You Have All Necessary Rights:

You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain; that your Postings shall not infringe any proprietary or other rights of third parties; that your Postings shall not contain any viruses or other contaminating or destructive devices or features; that your Postings shall not contain any defamatory, indecent, offensive or otherwise unlawful material or content; and that your Postings shall not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations.

Authorize Others to Use:

You hereby authorize Glogster a.s. to use and/or authorize others to use all or part of your Postings in any manner, format, or medium that Glogster a.s. or such other parties see fit. You shall have no claim or other recourse against Glogster a.s. for infringement of any proprietary right in Postings.

Use of Postings:

Glogster will obtain written permission from registered users prior to using all or part of your Postings in any manner, format, or medium. Users can make their Postings public at any time by copying the link to their posting and sharing it at their own discretion.

Disclaimers and Limitation of Liability:

Use Is At Visitor's Risk:

VISITOR EXPRESSLY AGREES THAT USE OF <http://EDU.GLOGSTER.COM> IS AT VISITOR'S OWN RISK. THIS INCLUDES A TEACHER OR GUARDIAN WHO ALLOWS A STUDENT OR CHILD TO PARTICIPATE IN THE USE OF <http://EDU.GLOGSTER.COM>. VISITOR SHALL BE RESPONSIBLE FOR PROTECTING THE CONFIDENTIALITY OF VISITOR'S PASSWORD(S), IF ANY, AND THE PASSWORDS, IF ANY, OF THEIR STUDENTS OR CHILDREN. <http://EDU.GLOGSTER.COM> DOES NOT REQUIRE CONTACT INFORMATION TO BE OBTAINED BY A CHILD IN ORDER TO PARTICIPATE IN THE SITE, THEREFORE, IT IS UP TO THE TEACHER OR PARENT UTILIZING OUR VIRTUAL CLASSROOM PRODUCTS, TO OBEY THE TERMS OF THIS AGREEMENT AND ANY AND ALL LAWS PERTAINING TO CONFIDENTIALITY OF INFORMATION FROM CHILDREN UNDER THE AGE OF 13. NEITHER GLOGSTER A.S., ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, SHAREHOLDERS, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, WARRANT THAT <http://EDU.GLOGSTER.COM> WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF <http://EDU.GLOGSTER.COM>, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY

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No Warranties of Service:

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Disclaimer of Liability:

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. VISITOR SPECIFICALLY ACKNOWLEDGES THAT GLOGSTER A.S. AND ITS LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER VISITORS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH VISITOR.

Visitor's Waiver of Damages:

IN NO EVENT WILL GLOGSTER A.S., OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY PART OF <http://EDU.GLOGSTER.COM> BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PART OF THE <http://EDU.GLOGSTER.COM>. VISITOR HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON <http://EDU.GLOGSTER.COM>.

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Indemnification:

Visitor agrees to defend, indemnify and hold harmless Glogster a.s., its affiliates and their respective directors, officers, shareholders, employees, agents, and assigns from and against all claims and expenses, including attorneys' fees, arising out of Visitor's use of <http://edu.glogster.com>.

Email Newsletters:

Please be advised that our email newsletters ("Newsletters") are part of a wide distribution, and that neither Glogster a.s. nor any third party involved is monitoring, reviewing or screening the recipient email list prior to its distribution. The Newsletters are distributed only to those who have expressly opted-in to receive them. If local, state or federal rules or regulations prohibit the recipient from receiving these types of Newsletters or the recipient simply does not wish to receive same in the future or the Newsletter was sent to recipient in error, the recipient should immediately opt-out from receiving similar future offers and/or newsletters by visiting newsletter@glogster.com and updating his or her subscription. The recipient can always opt back in to receive future offers and/or newsletters at any time by re-mailing newsletter@glogster.com.

Equipment for Visitor's Use:

Visitor shall be responsible for obtaining and maintaining all telephones, computer hardware, and other equipment needed for access to and use of <http://edu.glogster.com> and for any/all charges related thereto.

<http://edu.glogster.com>' Content:

Certain content portions of <http://edu.glogster.com> are supplied by third parties, and may include advertising. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective author(s) or distributor(s) and not of Glogster a.s.. Neither Glogster a.s. nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. Glogster a.s. neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on <http://edu.glogster.com> by anyone other than employee spokespersons of Glogster a.s. while acting in their official capacities.

Submissions:

Glogster a.s. always welcomes suggestions and comments regarding <http://edu.glogster.com>. Any comments or suggestions submitted to <http://edu.glogster.com> or Glogster a.s., either online or offline, will become Glogster a.s.'s property upon their submission. This policy is

intended to avoid the possibility of future misunderstandings when projects developed by Glogster a.s. might seem to others to be similar to their own submissions or comments.

Entire Agreement:

This Agreement, and any operating rules for <http://edu.glogster.com> established by Glogster a.s., constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

Controlling Law:

This Agreement shall be construed in accordance with the laws of the Czech Republic.

Copyright:

If you have any complaints or objections to material posted on this site, please contact us at:

Glogster a.s., Inc.
Prague 1 Nove Mesto Vodickova 704/36

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner or a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at <http://edu.glogster.com> are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Glogster a.s. to locate the material;
- Information reasonably sufficient to permit Glogster a.s. to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Protection of Children's contact information

Glogster a.s. encourages teachers, parents and guardians to spend time online with their students and/or children. We urge teachers/parents to instruct their students/children to never give out their real names, addresses, or phone numbers without permission when using the Internet. We recognize the obligation to protect personal information obtained from children. In compliance with COPPA (the Children's Online Privacy Protection Act), we have

adopted the following policies to keep kids safe (there are a few exceptions to these policies as noted below.

We have adopted the following policies to keep kids safe:

1. We will NOT knowingly collect, use, or distribute personally identifiable information from children under the age of 13 without prior verifiable consent from a teacher, parent or guardian.
2. Personally identifiable information we collect from children under the age of 13 will be used solely by Glogster a.s. or its agents for internal purposes only and will NOT be sold or otherwise distributed to third parties.
3. We will NOT knowingly allow children under the age of 13 access to chat rooms, message boards, email accounts, or other services within Glogster a.s. that would allow them to publicly post or otherwise distribute personally identifiable information without prior verifiable consent from a parent or guardian.
4. We will NOT knowingly ask a child under the age of 13 to divulge more information than is needed to participate in any activity, game, or service.
5. We will NOT knowingly keep any personally identifiable information that is inadvertently included in a child's email submission, help inquiry, or other one-time request, if we know that the child is under the age of 13. Information will be automatically purged or purged immediately after the issue has been resolved.
6. We will NOT knowingly post any personally identifiable information that is inadvertently included in a child's submission to a general audience contribution area if we know that the child is under the age of 13. These submissions will be deleted and handled anonymously thereafter.
7. We will NOT knowingly provide any direct link to websites that are unsuitable for children or teens.
8. We will advise children under the age of 13 that they MUST obtain permission from their parent or guardian before sharing ANY personal information.
9. Upon request, Glogster a.s. will provide a parent with a description of the information that may have been provided about their child during a registration process for a program or service of this site. Glogster a.s. only asks for a child's or teen's personal information if it is necessary to participate in the program or service.

If you have any questions about our Privacy Policy, please call Glogster a.s. at: 1-888-GLOGS4U.

Notification and Verifiable Parental Consent:

Before any personally identifiable information is collected, we will do our best to notify the parent or guardian that their child is participating. Notification will include the exact nature and intended use of the information we are collecting, as well as the opportunity for the parent or guardian to prevent the use of the information and the child's participation in the activity. For every child (anyone under 13 years of age) we require the parent or guardian to provide verifiable parental consent such as an email, mail-in letter, fax, or toll-free phone call to Glogster a.s.

Exceptions to Verifiable Parental Consent:

There are few instances where we will NOT get verifiable parental consent, such as:

- ***If a teacher registers a student/child without needing that student or child's contact info, for a virtual classroom on <http://edu.glogster.com>, it is up to the teacher to monitor the content of that virtual classroom page and abide by the "Terms of Use". See "Visitor's Risk" section of Terms.***
- Requesting the contact information of a parent or guardian for the sole purpose of obtaining verifiable parental consent or providing notification to the parent or guardian;
- Collecting a child's contact information solely to directly respond to the child's request on a one-time basis (for example, to provide assistance with a particular Glog functionality question), We will not use that information to re-contact the child for any other purpose (we will purge from our system the child's personal information after responding);
- Collecting a child's contact information and the contact information of his/her parent or guardian solely to directly respond more than once to a specific request from the child (for example, to satisfy the request for a newsletter subscription). In this instance, the parent or guardian will be notified that the child made such a request and be informed of the information provided by the child. The parent or guardian will have an opportunity at any time to revoke the child's request (i.e., unsubscribe). We will not use the child's personal information to re-contact the child for any other purpose.

Users may send questions, suggestions or complaints (if any) concerning the Server services or these Conditions through the service edu@glogster.com.

Third party advertisement delivery

We use third-party advertising companies to serve ads when you visit our Web site. These companies may use aggregated information (not including your name, address, email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you (Online Behavioural Advertising). If you would like more information about this practice and to know your choices about not having this information used by these companies, click [here](#).

Product Payment Process

Glogster a.s. offers three methods of product payment: recurrent payment on PayPal (through [paypal.com](https://www.paypal.com)), payment via credit card, and payment by check. All PayPal subscriptions will automatically renew. If you would like to cancel your renewal, you must log back into your PayPal account and stop the recurring billing function. If you choose to pay by credit card or by check, the Sales Department will contact you by phone with the payment information and invoice. Your license will be activated after your credit card is charged or after the check receipt.

Privacy Policy

Glogster takes your privacy seriously. Please take the time to read and understand this policy so that you can understand how we use your personal information. Your use of Glogster ("the Site"), along with disputes arising from it, is subject to this Privacy Policy as well as our Terms of Use. If you make use of the Site, register with the Site, request information or submit

information in any way to or through the Site, you agree to these terms. As we update and expand our services, this policy may change, so please review it from time to time.

Purpose of this Privacy Policy

The purpose of this privacy policy is to inform users of the Site as to what information we collect and how and why we use such information. Through the Site, users may enter personal identifying information (“PII”) about themselves. This policy explains our online information collection and use practices and the choices you can make about the way we use and share such information.

The Personal Information We Collect

This policy applies to all PII that we collect and maintain about our users, including any contact information (e.g., name, address, email) or identifying information (e.g. date of birth, gender, country) that we may obtain in connection with providing services.

When the Site collects PII from you it is because you are voluntarily submitting Registration PII to us in order to register as a Glogster user. The Site may also collect PII from you if you choose to participate in Glogster activities like contests and surveys, because you want us to furnish you with products, services, newsletters, or information, or in connection with content or suggestions you submit to Glogster for review.

We also may collect certain non-personal information (i.e. generic information that does not identify you personally) when you visit any of our web pages such as the type of browser you are using (e.g., Netscape, Internet Explorer), the type of operating system you are using, (e.g., Windows '98 or Mac OS), the IP address you are using to connect to the Site and the domain name of your Internet service provider (e.g., America Online or EarthLink). This data is used to manage and improve Glogster, track usage, and for security purposes.

Glogster users may also choose to provide or store non-PII information in their profiles and/or Glogs, including but not limited to interests, hobbies, lifestyle choices, groups with whom they are affiliated (schools, companies), videos and/or pictures, private messages, bulletins or personal statements (collectively “Profile Information”). The Profile Information in a user’s profile is provided at his or her sole discretion.

How We Use Your Personal Information

We use your personal information to provide you with products or services that you have requested, to respond to questions or communications, and to get in touch with you when necessary. Except as otherwise set forth on the Site, in addition, we may send to you an e-mail offering products or services which we think you may be interested in or to ask you to participate in a survey. We do not consider any companies that we engage in partnerships with to be “third parties” for purposes of this policy. Thus, we may also share personal information provided online with companies affiliated with Glogster. Any of these companies may use and further share this information in the same ways we do. However, if we pass on personal information to an affiliated company, we require that it protect such information in a manner that is consistent with this policy and your expressed preferences.

Updating or Removing Your Personal Information

Glogster users can change their Registration PII and Profile Information at any time and can control how visitors, other users and Glogster communicate with them by controlling their account settings, available within the “Edit Profile” portion of their Glogster profile.

How We Share Your Personal Information

We will not share with third parties the personal information you provide except (a) if it is for the purpose(s) you provided it; (b) with your consent; (c) as may be required by law or as we think necessary to protect our company or others from injury (e.g. in response to a court order or subpoena, in response to a law enforcement agency request or when we believe that someone is causing (or about to cause) injury to or interference with the rights or property of another); (d) with other persons, service providers or companies with whom we contract to carry out internal site operations or our business activities (for example, sending out a product or a promotional item that you have requested on the Site); and/or (e) notifying you when we make material changes to one of our subscriber agreements or this policy. Examples of us sharing your personal information for the purposes submitted are if you participate in a third-party survey or request information from a third-party, we may provide the information provided to such third party so that they can send to you directly the information you requested. We will seek to obtain your consent at the place where the information is collected either by an “opt-in” or “opt-out” method, or by other means (such as sending to you an e-mail). As stated above, we do not consider any companies that we engage in partnerships with to be “third parties” for purposes of this policy and may also share personal information provided online with companies affiliated with Glogster. Any of these companies may use and further share this information in the same ways we do. However, if we pass on personal information to a family company, we require that it protect such information in a manner that is consistent with this policy.

Additionally, with your consent, we may share the personal information you provide online with companies not affiliated with us (i.e. third party companies) who are interested in marketing their products or services to you or in asking you questions, both online and offline. We will seek to obtain your consent either by an “opt-in” or “opt-out” method, or by other means (such as sending to you an e-mail). Companies with whom we might share your personal information may include consumer products, telecom, financial, military, market research, entertainment, and educational services companies and their third party service providers.

If you consent to receiving communications from non-affiliated companies, you may need to communicate with them directly if you later decide that you no longer wish to receive their communications or if you wish to change any data you provided online. In this instance, any changes or amendments to your personal information must be given directly to each company who communicates with you as these changes, amendments and/or deletions will not be exchanged between us and non-affiliated companies.

If we do share personal information with a non-affiliated company, to the extent practical, we require that they protect such information in a manner that is consistent with this policy. We cannot, however, guarantee how these non-affiliated companies will use your personal information.

Personal Information Gathered Under Previous Versions of This Privacy Policy

Personal information collected via the Site will generally be governed by the version of the Privacy Policy in effect at the time the information was gathered. We will not retroactively make material changes to the way we use PII collected under previous versions of this Privacy Policy without obtaining your consent.

Use and Disclosure of Anonymous Information

We sometimes use the non-personal information that we collect to improve the design and content of the Site and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze how the Site is used, as well as to offer you products, programs or services. Sometimes we share aggregate information with others, including affiliated companies and non-affiliated companies.

Receipt of Communications; Opt-Out

If you would prefer not to receive marketing or promotional e-mails from us that may relate, for example, to new services or offerings, you may opt-out of receiving these communications by using the opt-out mechanism in an email.

Following your opt-out, please be aware that we, or our affiliates, may continue to contact you via email for administrative or informational purposes, including, but not limited to, follow-up messages regarding the administration of your account, any services, features or functions you have affirmatively enrolled in or registered to use, any promotions or sweepstakes you have participated in or have entered, or other transactions you have undertaken on the Site.

Collection of Information by Others

The Site may contain links to other websites, including links that are placed there by us, such as third-party advertisements or text hyperlinks. Please be aware that we are not responsible for the privacy practices of any other website. We encourage all users of the Site to be aware of when they leave the Site, and to read the privacy policies of each and every website that collects personal information. This privacy policy applies solely to information collected by the Site, through the Site.

We may offer additional e-mail services or promotions that are sponsored by or co-sponsored with non-affiliated companies. Based on our agreement with them, these third parties may obtain personal information that site visitors voluntarily submit to participate in the contest, sweepstakes, or promotion. We have no control over the use of this information by these companies.

Cookies

To enhance your online experience with us, many of our web pages use "cookies." Cookies are text files placed on your hard disk by our web server to store your preferences. Cookies, by themselves, do not tell us your e-mail address or other personal information unless you choose to provide this information to us. However, once you choose to provide the personal

information, this information may be linked to the data stored in the cookie. Cookies cannot be used to run programs or deliver viruses to your computer.

We use cookies as a convenience feature to save you time, to understand how the Site is used, and to improve the content and offerings on the Site. For example, we may use cookies to personalize your experience at our web pages or recall your specific information on subsequent visits. We also may use cookies to offer you products, programs or services. You can opt to have your browser reject cookies. If you do that, you may need to re-register with us every time you visit the Site in order to participate in certain functions of the Site. You should also know that companies that advertise on the Site (and their agents) might use their own cookies. This policy does not cover how these companies use their cookies.

Clickstream Data

As you use the Internet, a trail of electronic information is left at each web site you visit. This information, which is sometimes referred to as "Clickstream Data," can be collected and stored by a web site's server. Clickstream Data can tell us the type of computer and browsing software you use and the address of the web site from which you linked to the Site. We may use Clickstream Data as a form of non-personal information to anonymously determine how much time visitors spend on each page of the Site, how visitors navigate throughout the Site and how we may tailor our web pages to better meet the needs of visitors. This information will only be used to improve the Site. Any collection or use of Clickstream Data will be anonymous and aggregate.

Supplementing Information

From time to time we may supplement information you give us with information from other sources, such as information validating your address. Thus, information we obtain through the Site may be intermingled with and used in conjunction with information obtained through sources other than the Site, including both offline and online sources.

Discussions and Community Tools

Please remember that any information that is disclosed in chat rooms, forums, message boards, and other community areas becomes public information for other users to view and for us to use. For example, from time to time, we may use the content you write (including your name or user name if you post it) for promotional purposes, in e-mail newsletters or elsewhere, and by using the Site and/or these chat rooms, forums, message boards, news groups, and other community tools, you agree that we may do so. You should exercise caution when deciding to disclose your personal information in these areas, since anyone – not just us – may access your publicly posted information.

Our Commitment to Security

We believe we have in place the appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security and correctly use the information we collect online. Whenever personal information is passed on to non-affiliated companies, to the extent practical, we require that they also have in place the appropriate safeguards. We cannot, however, guarantee that they do so.

International Users

If you are visiting the Site from a location outside of the Czech Republic, your connection will be through and to servers located in Canada and all information you provide will be processed and securely maintained in our web servers and internal systems located within Canada.

Users of the Site located in countries outside of the Czech Republic who submit personal information do thereby consent to the general use of such information as provided in this privacy policy and to the transfer of that information to and/or storage of the information in Canada. This policy and our legal obligations are subject to the laws of Canada, regardless of the location of any user. In case of impossibility of application of the law of the country of storage, conflict resolution will adhere to rules of private law.

Special Note for Parents

As stated in our Terms of Use, we will not knowingly collect, use, or distribute PII from anyone under 13 years old. If you believe that your child under 13 has gained access to the Site without your permission, please email abuse@glogster.com.

We have taken commercially reasonable steps to restrict use of the Site to those who are at least 13 years old. We do not market products or services for purchase by children and all children's products or services we market are for purchase by adults only, or with adult permission.

Transfer of Business Assets

The personal information you provide is considered a company asset and may be included among transferred assets if the Site, we, or parent(s) or any or all of our subsidiaries or affiliates or any of our assets are ever acquired by a third party.

Changes to this Policy

Because our business needs may change over time, we reserve the right, at our discretion, to change, modify, add, or remove portions from this policy at any time. If at any time in the future we plan to use your personal information in a way that differs from this policy, we will revise this policy as appropriate. Your continued use of the Site following the posting of any changes to this policy means you accept such changes. This policy is effective as of 25th August 2011.

How to Contact Us

If you have any questions or concerns about this privacy policy you may e-mail abuse@glogster.com.

Refund Policy

The basic condition for all refunds is the identification of both the customer and the payment requested by the customer. It must be demonstrated with certainty that a customer who

requests a refund is the same customer who made the payment for which reimbursement is requested.

The customer must provide all requested information in order to identify both the payment and the customer.

The customer cannot claim a refund for a payment which did not take place or was not made by the customer. After the refund is processed, the associated license will be cancelled.

1) Refunds through the web – by clicking on the Refund button, without providing a reason

- Monthly subscriptions

A refund is possible only if less than 5 days have elapsed since receipt of payment requested for a refund. In this case, the refund is 70% of payment amount.

- Annual subscriptions

A refund is possible only if less than 30 days have elapsed since receipt of payment requested for a refund. In this case, the refund is 70% of payment amount.

2) Refunds through the customer care department (individually addressed) – with a reason

Reimbursements are possible in these cases:

1. The customer has paid by mistake more than once per license.
A refund is possible only if less than 5 days have elapsed since receipt of payment requested for a refund. The refund is 100% of payment amount, regardless of the product.
2. The customer forgot to cancel the recurring payment.
A refund is possible only if less than 5 days have elapsed since receipt of payment requested for a refund. The refund is 80% of payment amount, regardless of the product.
3. The activation email got caught in the spam folder.
A refund is possible only if less than 5 days have elapsed since receipt of payment requested for a refund and the user has never used the license s/he paid for. The refund is 100% of payment amount, regardless of the product.
4. The user did not follow instructions for payment and sent payment without following the payment steps on the site.
A refund is possible only if less than 30 days have elapsed since receipt of payment requested for a refund. The refund is 100% of payment amount, regardless of the product.
5. Fraud
A refund is possible only if the entity (bank, payment gate, or Paypal) that processed the fraudulent payment reports such payment with background documents. The refund is 100% of payment amount, regardless of the product.

Reimbursements are not possible in these cases:

1. The customer changed his/her mind, lost work, or similar reasons.
2. The user was unable to use the license (due to a Glogster database crash).

Split or partial refunds (related to point 1 and point 2B) are performed only when it is technically possible (i.e. not if the customer paid through PayPal). If it is not technically possible, the customer is not refunded, except in the case of 2B (if PayPal's conditions are fulfilled, the customer may be refunded 100%).