



Terms and Conditions

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Of Service...

1. Oblong provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by Oblong from time to time without notice to you. In addition, when using particular Oblong services, you and Oblong shall be subject to any guidelines and rules applicable to such services which may be posted by Oblong from time to time. All such guides and rules are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the Service and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will reign. Oblong may also offer services from time to time that are governed by other terms of service. In such cases the other terms of service will be posted on the relevant service to which they apply.

2. EXPLANATION OF SERVICE

Oblong currently provides users with access to a rich collection of on-line resources, including, shopping services, personalised content and branded programming through its network of properties (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Oblong properties, shall be subject to the TOS. You acknowledge and agree that the Service is provided "AS IS" and that Oblong assumes no responsibility for the timeliness, deletion, mis-delivery or

failure to store any user data.

3. OBLONG PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy contained.

4. USER CONDUCT

You acknowledge that all information, data, text, software, photographs, graphics, videos, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Oblong are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Service. Oblong does not guarantee the accuracy, integrity or quality of such Content. You acknowledge that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Oblong be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.

You agree to not use the Service to:

0. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
0. harm minors in any way;
0. impersonate any person or entity, including, but not limited to, a Oblong official, falsely state or otherwise misrepresent your affiliation with a person or entity;
0. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
0. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
0. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
0. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

You acknowledge that Oblong has no obligation to monitor Content. Oblong and its designees shall have the right (but not the obligation) in their sole discretion to refuse, move or remove any Content that is available via the Service that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You agree that Oblong may access, preserve, and disclose your account

information and Content: (a) to its affiliated companies worldwide for the purpose of providing the Content to you in an efficient manner; (b) for the purpose of properly administering your account in accordance with the standard operating procedures of Oblong or its affiliated companies; and (c) if required to do so by law or in the good faith belief that any such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third-parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Oblong, its users and the public.

You acknowledge that the technical processing and transmission of the Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Oblong reserves the right to terminate your access to some or all parts of its Service if you withdraw your consent in this paragraph at any time.

5. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognising the global nature of the Internet, you agree to comply with all local laws and rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom, the United States and the country in which you reside (if different from the aforementioned).

6. PUBLIC CONTENT POSTED TO OBLONG

(a) For purposes of the TOS, "publicly accessible areas" of the Service are those accessible by the general public. You acknowledge that you are solely responsible for any personal data or information that you choose to disclose and make publicly accessible via the Service, and that under no circumstances will Oblong be liable in any way for the disclosure and public accessibility of such personal data or information. You acknowledge that any personal data or information (or any other Content) posted to publicly accessible areas may remain publicly accessible indefinitely.

(b) With respect to Content you elect to post for inclusion in publicly accessible areas of Oblong or that consists of photos or other graphics you elect to post to any other publicly accessible area of the Service, you grant Oblong a world-wide, royalty free and non-exclusive licence to reproduce, modify, adapt and publish such Content on the Service solely for the purpose of displaying, distributing and promoting the specific Oblong service to which such Content was submitted, or, in the case of photos or graphics, solely for the purpose for which such photo or graphic was submitted to the Service. This licence exists only for as long as you elect to continue to include such Content on the Service and shall be terminated at the time you formally write to asap@oblong.org asking to terminate the photo, which must be attached for reference.

7. INDEMNITY

You agree to indemnify and hold Oblong and its subsidiaries, affiliates, officers, agents, co-branders and other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation

of the TOS, or your violation of any rights of another.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service or content, use of the Service or content.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Oblong may establish general practices and limits concerning use of the Service, including with out limitation the maximum number of days that uploaded Content will be retained by the Service, the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Oblong has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Oblong reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

10. MODIFICATIONS TO SERVICE

Oblong reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Oblong shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

11. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Oblong has no control over such sites and resources, you acknowledge and agree that Oblong is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Oblong shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

12. OBLONG PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software ") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Oblong or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Oblong grants you a personal, non-transferable and non-exclusive right and licence to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. The foregoing is subject to applicable statute and other express law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Oblong for use in accessing the Service.

13. DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

0. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OBLONG EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED TERM OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY TERM AS TO THE PROVISION OF SERVICES TO A STANDARD OF REASONABLE CARE AND SKILL OR AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.
0. OBLONG MAKES NO WARRANTY OR REPRESENTATION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
0. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT OBLONG SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF OBLONG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE

SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OF THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

15. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 14 MAY NOT APPLY TO YOU.

IN PARTICULAR, NOTHING IN THESE TOS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF OBLONG.

16. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

17. TRADEMARK INFORMATION

Oblong, the Oblong logo, service marks, and other Oblong logos and product and service names are Copyright of Oblong Community interest Company. "Raise Photos" is a trademark of Oblong Community Interest Company. Without Oblong's prior permission, you agree not to display or use in any manner, the Oblong Marks.

18. COPYRIGHTS and COPYRIGHT AGENTS

Oblong respects the intellectual property of others [ACID], and we ask our users to do the same. If you believe that any of your intellectual property rights have been infringed on the Service, please report this to asap@oblong.org immediately

19. GENERAL INFORMATION

These TOS (including the guides and rules referred to herein) constitute the entire agreement between you and Oblong and govern your use of the Service, superseding any prior agreements between you and Oblong. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Oblong shall be governed by the laws of England. You and Oblong agree to submit to the exclusive jurisdiction of the English courts. Any failure by Oblong to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties

nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Neither you nor Oblong may assign or transfer any rights or obligations under these TOS without the prior written consent of the other party, except that Oblong shall be entitled to assign or transfer any or all of its rights and obligations (without your prior consent) to any of its affiliated companies.

The section titles in the TOS are for convenience only and have no legal or contractual effect. No Right of Survivorship and Non-Transferability. You agree that any rights to your Oblong content terminate upon your death.

20. VIOLATIONS

Please report any violations of the TOS to asap@oblong.org

Terms and Conditions

Of Products...

Returns policy

Under the Distance Selling Regulations Act 2000, you have the right to cancel your order within 14 working days starting from the day after the goods have been received.

A refund for the full amount of the order will be paid back to you within 30 days. Shipping costs are non-refundable.

The item is guaranteed to be free from manufacturer's defects. If any defects do exist, or you have any other queries, please notify Oblong by email, asap@oblong.org or telephone +44(0) 790 53 69 158, within 2 business days of receiving the item.

If for any reason you are unhappy with your purchase, you can return it to us in its original condition within 30 days of the date you received the item, unopened (with any seals and shrink-wrap intact). We can only accept the return of opened items if they are faulty.

Please note that we reserve the right to send back items to you that have been returned to us after 30 days unless they are faulty.

This returns policy does not affect your statutory rights.

We are unable to exchange items that are not damaged, defective or incorrect.

In the event of Oblong sending you a replacement for a damaged, defective or wrong item, you must return the item to Oblong within 30 days.

OBLONG

125 Helix Road,
Lambeth,
SW2 2JR.

The Product

The final print quality will vary depending on the quality of the original image.

By entering any purchase with Oblong the customer understands a certain amount of cropping, editing and manipulation of the image happens during its manufacture to end product. Customers should note that the print quality of the item varies depending on the quality of the original image.

Oblong accepts Jpeg digital Images, Jpegs contained within CD-ROMs and hard copies of photos. Images if scanned must be at least 300dpi in resolution.

Oblong cannot accept responsibility for items lost or damaged during transit.

Privacy Policy

Oblong takes your privacy seriously. Please read the following to learn more about our privacy and cookie policy.

What this Privacy and Cookie Policy Covers

0. This Privacy Policy covers Oblong's treatment of personally identifiable information that Oblong collects and receives when you are on the Oblong site, and when you use Oblongs services and personally identifiable information that Oblong's business partners share with Oblong.
0. The policy also gives information about cookies; Oblong and third parties' use of cookies; and how you may disable such cookies.
0. This policy does not apply to the practices of companies that Oblong does not own or control, or to people that Oblong does not employ or manage.
- 0.

Information Collection and Use

General

0. Oblong collects personally identifying information when you register with Oblong, when you use certain Oblong products or services, when you enter promotions or sweepstakes and when you visit Oblong pages or the pages of certain Oblong partners outside of www.Oblong.org .
 - . When you register withOblong, we ask for your name, Address and Contact Number. Once you register with Oblong you are not anonymous to us.
0. Oblong also automatically receives and records information on our server logs from your browser including your [IP address](#), Oblong [cookie](#) information and the page you requested.
 - . Oblong uses information for the following general purposes: to personalise the advertising and content you see, based on the details given by you at

registration and your activity at Oblong; fulfil your requests for products and services, improve our services, contact you, conduct research, and provide anonymous reporting for internal and external clients. Should you not wish to receive personalised advertisements you may need to disable cookies and/or opt out of off-network targeting. Please see section on Cookies below for more information.

Information Sharing and Disclosure

0. Oblong will not sell or rent your personally identifiable information to anyone.
0. Oblong may send personally identifiable information about you to other companies or people when:
 0. We have your consent to share the information;
 0. We need to share your information to provide the product or service you have requested;
 0. We need to send the information to companies who work on behalf of Oblong to provide a product or service to you; (Unless we tell you differently, these companies do not have any right to use the personally identifiable information we provide to them beyond what is necessary to assist us.); or
 0. We respond to subpoenas, court orders, legal process, or to any legitimate request by authorities with which we must comply.
 0. Oblong may transfer information about you if Oblong acquires, or is acquired by or merged with, another company. In this event, Oblong will notify you before information about you is transferred and becomes subject to a different privacy policy.

Cookies

- 0. Oblong may set and access Oblong [cookie](#) on your computer.
- 0. Oblong allows [other companies](#) that are presenting advertisements on some of our pages to set and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies, not this one. Advertisers or other companies do not have access to Oblong cookies.
- 0. Oblong uses [web beacons](#) to access our cookies within our network of web sites, in connection with Oblong products and services and to track your activities on our advertisers websites.

Your Ability to Edit and Delete Your Account Information and Preferences

- 0. Oblong gives you the ability to edit your account information and preferences at any time, including whether you want Oblong to contact you about specials, new products and for customer feedback.
- 0. You may request deletion of your Oblong account by request to asap@oblong.org,

Changes to this Privacy Policy

- . Oblong may amend this policy from time to time. If we make any substantial changes in the way we use your personal information we will notify you by posting a prominent announcement on our pages.

Questions or Suggestions

If you have any questions about any terms and conditions or Privacy issues please email Inform@oblong.org

Terms and Conditions

Our Duty to Charities...

Oblong is proud to support any and all charities in the UK. It is our guarantee that 15% of the retail sale price of each product makes it to a registered charity in England and Wales.

Oblong is a Community Interest Company. Therefore any Profit from Oblong at the end of each financial year goes to 3 recipient charities who share a third each of the overall profit.

Currently Oblong chooses exclusively to share its profits with the following...

Born Free - Reg: 1070906,
Hope For Children - Reg: 1041258
Cambodia in Crisis - Reg: 1062205

Oblong does not exclusively work with all the charities it lists however. Our donations are made anonymously by donors and buyers.

Donations may be rejected at the discretion of the recipient charity. Therefore we are unable to reserve the guarantee of raised funds reaching the charity of your choice.

Oblong ensures that its Products are of good quality, fit for purpose and comply with all relevant statutory and safety requirements; All liabilities arising from the sale and/or use of the Product carry adequate insurances for any such claims arising [Please see Terms and Conditions of the Product].

No liability falls therefore on the shoulders of any charity named or anonymously attributed to any product.

Principles

Charities recognize that Oblong plays a positive role in helping achieve their objectives. Where appropriate charities will work with Oblong to find positive solutions to fundraising.

This may involve publicly endorsing Oblong's products or services. However, it is vital that charities maintain the freedom to act in any way that will further their overall aims and objectives. In addition to this a charities reputation for independence and integrity, perceived and real, must be maintained at all times.

Therefore most charities through Oblong do not engage in a relationship with which is the campaign target of their charity in England, Wales and Northern Ireland, a local group or through membership of the charity.

Charities rightly adopt a cautious approach to any positive relationships with Oblong due to the image based nature to Raise Photos™ and as such all actions through Oblong are anonymous.

Any highlighted name or affiliation to a charity through Oblong is screened thoroughly to protect the reputation of the charity involved. Donations to a charity through Oblong may be rejected or declined according to the subject nature of the image and its sensitivity to a charities work and status.