

**CONTRACT NAME: AGREEMENT BETWEEN FASTSPRING AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract is between Fastspring and DJUSD to provide software that will enable the Supervisor of Accounting and Budget the ability to record training videos of budget workshops in addition to providing “how to” videos on key functions within the DJUSD accounting software to support sites.

FISCAL IMPACT: The cost of this service is included in the 2018-2019 budget.

FastSpring® Terms & Conditions of Sale

Last updated: February 4, 2016

THESE TERMS OF SALE ("TERMS") CONSTITUTE A BINDING LEGAL CONTRACT BETWEEN (A) US, BRIGHT MARKET, LLC D/B/A FASTSPRING, 801 GARDEN ST. #201, SANTA BARBARA, CA 93101, THE SELLER (WITH REFERENCES TO "US", "WE", OR "OUR" BEING CONSTRUED ACCORDINGLY), AND (B) YOU, THE PURCHASER (WITH REFERENCES TO "YOU" OR "YOUR" BEING CONSTRUED ACCORDINGLY). ~~THESE~~ ^{THESE} ~~TERMS~~ ^{TERMS} APPLY TO ALL OFFERS, SALES AND PURCHASES OF THIRD PARTY PRODUCTS (INCLUDING, WITHOUT LIMITATION, HARDWARE, SOFTWARE, LICENSE RIGHTS, AND SERVICE USE RIGHTS RESOLD BY US) ("PRODUCTS") OR ACCESS RIGHTS TO SERVICES WE DIRECTLY PROVIDE (INCLUDING, WITHOUT LIMITATION, EXTENDED DOWNLOAD SERVICE OR REGISTRATION BACKUP SERVICE) ("FASTSPRING SERVICES"), WHICH OCCUR EITHER (A) THROUGH THE ONLINE STORE ON WHICH WE POST THESE TERMS, OR (B) THROUGH ANY OTHER MEANS THROUGH WHICH WE ENGAGE IN THE SALE OF PRODUCTS AND FASTSPRING SERVICES, SUCH AS BUT NOT LIMITED TO ORDERS BY PHONE (THE WEBSITE AND SUCH OTHER MEANS, A "FASTSPRING COMMERCE SOLUTION"). BY ORDERING ANY PRODUCT OR FASTSPRING SERVICE THROUGH A FASTSPRING COMMERCE SOLUTION OR BY VISITING THIS ONLINE STORE, YOU SIGNIFY YOUR ACCEPTANCE OF THIS AGREEMENT.

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- 1) Scope and Application

1.1. We value our relationship with you and consider our approach to privacy of the information you provide in your use of the FastSpring Ecommerce Solution to be an important aspect of that relationship. Our Privacy Statement governs the collection and use of information through the FastSpring Ecommerce Solution. By submitting your personally identifiable information to us in relation to your order, you consent to such information being processed to fulfill your order and in accordance with our Privacy Statement. The Privacy Statement is incorporated by reference into and is made a part of this Agreement.

1.2. ALL ORDERS ARE SUBJECT TO YOUR CONSENT TO ANY APPLICABLE LICENSE AGREEMENT OR USAGE TERMS IS DELIVERED WITH, INCLUDED IN, OR PRESENTED IN CONNECTION WITH YOUR PRODUCT OR FASTSPRING SERVICE. If you do not agree to the license or usage terms once you see them, do not accept them and contact customer service.

1.3. When a customer enters a brick-and-mortar store, the customer is bound by the store rules in effect on the date of his or her visit. Similarly, you are bound by the version of these Terms in effect on the date of each order you place through this FastSpring Ecommerce Solution. These Terms may change from time to time, so please review them upon submission of each order, even if you have reviewed them before.

1.4. ALL ACCEPTED ORDERS ARE FINAL, NON-CANCELABLE AND NON-REFUNDABLE, EXCEPT AS SPECIFIED IN THE RETURNS POLICY APPLICABLE TO YOUR PURCHASE.

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2) Order Placement and Acceptance; Online Contracting

2.1. We attempt to describe the Products and FastSpring Services available for purchase through the FastSpring Ecommerce Solution as accurately as possible. However, we do not warrant that the prices, quotations, anticipated delivery dates, and descriptions made or referred to on the FastSpring Ecommerce Solution or any related websites are accurate, complete, reliable, current, or error-free. The prices, quotations and descriptions made on the FastSpring Ecommerce Solution are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express Acceptance of your order (as described below).

2.2. All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the FastSpring Ecommerce Solution or related pages, or otherwise made available by us or a Product manufacturer or publisher, are intended to represent no more than a general illustration of the Products and do not constitute a warranty or representation by us that the Products will conform with the same. You must refer to the manufacturer's specifications or warranty documentation to determine your rights and remedies in this regard.

2.3. While we make every effort to ensure that items appearing on the FastSpring Ecommerce Solution are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject your order (without liability) if we are unable to process or fulfill it. If this is the case, we will refund any prior payment that you have made for that item.

2.4. An order submitted by you only constitutes an offer by you to us to purchase Products or FastSpring Services subject to these Terms at the price and on the terms stated in the order, and is subject to our subsequent Acceptance (as defined below), irrespective of whether the button or link you press or activate to submit your order to us includes words such as "complete order" or otherwise indicates that it is the final step in completion of your order. Any order confirmation email received by you prior to our Acceptance shall constitute an acknowledgement of our receipt of your offer only, and not an acceptance of your offer.

2.5. You acknowledge and agree that if you are placing an order through a website, by clicking or activating the button or hyperlink to submit your order, you are placing a legally binding offer. You consent to: (i) the use of electronic communications in order to enter into contracts and place orders with us; and (ii) the electronic delivery of notices, policies and records of transactions initiated or completed by you online. You have the right to withdraw your consent to electronic contracting and to electronic delivery, but if you do, we may cancel your order and/or your access to FastSpring Services and Third Party Services. If you do not consent to receive any notices electronically, you must stop using the FastSpring Ecommerce Solution.

2.6. Our acceptance of your order only occurs at such time that we have both (a) dispatched your Product order and/or provided you with access to FastSpring Services, and (b) received payment of the purchase price of your order through settlement of funds via your provided credit card or other payment method ("Acceptance"). We may cancel your order at any time and for any lawful reason prior to Acceptance. Prior to Acceptance, an automatic e-mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order.

2.7. We may keep records of orders received, acknowledgements, acceptances and other contract records after Acceptance for a period not to exceed the maximum period permitted by law. We may be able to provide you with copies on written request; however you must make sure you print a copy of all such documents and these Terms for your own records.

2.8. If we have cause to believe that you are unable to pay your debts as they fall due, you fail to pay any amount by the due date or breach any of these Terms, we believe you have engaged in fraud or criminal activity in connection with your use of the FastSpring Ecommerce Solution, or we are unable to process payment to the payment method you provided with your offer, then, without prejudice to any of our other rights, we may do any or all of the following: (a) stop any Products in transit to you; (b) suspend further deliveries of Product if on an ongoing basis; (c) stop or suspend provision of FastSpring Services; (d) cancel or revoke issues Service Use Rights for Third Party Services; (e) cancel any automatic renewal plan in which you have elected to participate; and/or (f) cancel any and all other contracts between us and you.

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3) Pricing and Payment Terms

3.1. Prices do not include shipping and handling, expedited service, or sales taxes, if applicable, which will be added to your total price. You are responsible for any shipping and handling charges and state and local sales or use taxes that may apply to your order. If the price of a Product is obviously incorrect, regardless of whether it is an error in a price posted on the FastSpring Ecommerce Solution or otherwise communicated to you, then we reserve the right, at our sole discretion, to cancel your order and refund to you the amount that you paid, regardless of how the error occurred.

3.2. Prices payable for Products or FastSpring Services are those in effect at the time of Acceptance, unless otherwise expressly agreed. Prices may be indicated on the FastSpring Ecommerce Solution or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to you on our Acceptance through the charge placed through your selected payment method. Payment shall be made by the payment method selected during your order completion process through the FastSpring Ecommerce Solution. We will charge credit or debit cards on dispatch of the Product or commencement of FastSpring Services. We reserve the right to verify and/or authorize credit or debit card payments prior to Acceptance.

3.3. Except as expressly provided elsewhere in these Terms or the FastSpring Ecommerce Solution, payment may be taken in full notwithstanding any claim for short delivery or defects.

3.4. Where the payment is invoiced, each invoice shall be due and payable in full by the due date specified on the invoice, and if no date is specified on the invoice, within thirty (30) days of the date of invoice. If you fail to pay invoiced amount when due, we may (a) by notice declare all invoiced amounts unpaid at that date to be immediately due and payable, and (b) take all actions determined necessary and appropriate by us to collect such unpaid amount.

3.5 No counterclaim or set-off may be deducted from any payment due without our written consent. We may also take action against you for the price of Products at any time after payment has become due even though title or rights to those Products may not yet have passed to you.

3.6. If you elect to use the services of a third party payment or billing provider in connection with your purchase from us, your use of such services will be subject to the third party provider's own terms and conditions. You may be required to create an account with such third party provider and/or provide that third party provider with your bank account or credit/debit card details. We are not responsible for, and you agree to hold us harmless from and against any liability resulting from, the acts or omissions of any third party payment or billing provider.

3.7. Any extension of credit allowed to you may be changed or withdrawn at any time. Interest shall be chargeable on overdue amounts accruing on a daily basis at the maximum amount permitted under applicable law from the due date for payment until our receipt of the full amount (whether before or after judgment). You shall indemnify us on demand against any out of pocket expenses incurred in relation to recovery of any overdue amounts.

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4) Delivery

4.1. We will use all commercially reasonable efforts to deliver Products in a timely manner. For Products delivered electronically, we will deliver such Products by electronic transmission or via download. Delivery timescales/dates specified on the FastSpring Ecommerce Solution, in any order acknowledgement or elsewhere are estimates only.

4.2. The places that we deliver to are listed on the Site ("Territory"). Delivery shall be to a valid address within the Territory submitted by you and subject to Acceptance ("Delivery Address"). You must check the Delivery Address on any order acknowledgement or Acceptance we provide, and notify us of errors or omissions as soon as possible. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order.

4.3. Where we deliver Products by installments, each installment constitutes a separate contract and any defect in any one or more installments shall not entitle you to repudiate the contract as a whole nor to cancel any subsequent installment.

4.4. Save as otherwise provided in these Terms, risk of loss of or damage to the Products passes to you (a) for Products delivered digitally, upon the provision to you of a download link for Software, or of a license key or Service Use Rights, via email or other electronic delivery method; and (b) for Products delivered physically, upon delivery of a product to the delivery location (if no signature is required for delivery, you accept all risk of loss for theft or loss of the delivered product following delivery to the delivery location).

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5) Rejection, Damage or Loss in Transit

Except as set out above or under any applicable returns policy presented on the FastSpring Ecommerce Solution and applicable to your purchase of a Product or FastSpring Service ("**Returns Policy**") and subject to any rights you have under applicable law that cannot be excluded or limited by these Terms:

5.1. We shall not be liable and you shall not be entitled to reject Products or FastSpring Services, except for:

- 5.1.1. Damage to or loss of Products or any part thereof in transit (where the Products are carried by our own transport or by a carrier on our behalf) for which you notify us in writing of such damage or loss within 5 working days of your receipt of the Products (if damaged) or 5 working days of the anticipated delivery date of the Products (if lost);
- 5.1.2. Defects in Products (not being defects caused by any act, neglect or default on your part) for which you notify us of such defect within 30 days of your receipt of the Products.
- 5.1.3. Defective performance of FastSpring Services (not being defects caused by any act, neglect or default on your part) for which you notify us of such defective performance within 5 days of such defect becoming apparent.

5.2. We shall not be liable for any damage or losses arising from defective installation of the Products; from the use of the Products in connection with other defective, unsuitable or defectively installed equipment; your negligence; improper use; or use in any manner inconsistent with the manufacturer's specifications or instructions.

5.3. If you refuse or fail to take delivery of Products, any risk of loss or damage to the Products shall nonetheless pass to you, and without prejudice to any other rights or remedies we have:

- 5.3.1. We shall remain entitled to payment in full for the Products or FastSpring Services delivered;
- 5.3.2. We may effect delivery by whatever means we consider appropriate or store Products at your risk, and you shall be liable for, and shall pay on our demand, all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery; and
- 5.3.3. We shall be entitled 30 days after the agreed date for delivery to dispose of Products in such manner as we determine and may set off any proceeds of sale against any sums due from you.

5.4. Except to the extent required as a result of any mandatory rights you have as a consumer under applicable law, you shall not be entitled to reject the Products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless you notify us in writing of any claim within 7 days of the latest of the date of receipt of the relevant invoice or delivery whereupon you shall pay for the quantity actually delivered.

5.5. Where there is a shortage or failure to deliver, or any defect in or damage to a Product or Service, we may at our option:

- 5.5.1. (in the case of Product shortage or non-delivery) make good any such shortage or non-delivery and/or
- 5.5.2. in the case of failure to perform or defective performance of a Service, make good such failure or defective performance; and/or
- 5.5.3. in the case of damage or any defect(s) in the Product and in accordance with any applicable Returns Policy:
 - 5.5.3.1. Replace or repair the Product upon you returning the Product; or;
 - 5.5.3.2. Refund the price paid in respect of any Products found to be damaged or defective. However, your rights of repair or replacement of any Products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where Products have been repaired or altered by persons other than the manufacturer, us or any authorized dealer; defective Product or Products have not been returned together with full details in writing of the alleged defects within 30 days from the date on which such Products were delivered; and/or defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with the delivered Products.

5.6. You will have the benefit of any manufacturer's, licensor's or supplier's warranty provided by the manufacturer, licensor or supplier to you in connection with your purchased Products and should refer to the relevant documentation supplied with the Product in this regard. (If applicable, the Returns Policy may also set out procedures applicable to repairs or replacement of defective Products delivered.)

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6) Software and Service Use Rights

6.1. Where any Product supplied is or includes software ("Software"), this Software (a) is licensed to you (and not sold to you) by the licensor/owner subject to their license agreement or terms included with such Software or presented during your checkout process or software installation process ("License Terms"). In addition:

- 6.1.1. Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the License Terms, or (ii) applicable law expressly mandates such a right which cannot legally be excluded by contract.
- 6.1.2. Save to the extent provided for in any applicable License Terms, your rights of return and/or to a refund under these Terms and any applicable Returns Policy do not apply in the event that you open the Software shrink-wrap and/or break the license seal and/or use the Software.
- 6.1.3. Except to the extent expressly provided by us in writing or under relevant License Terms, Software is provided 'as is' without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to Software installation, configuration or error/defect correction. You are advised to refer to any License Terms with regards to determining your rights against a manufacturer, licensor or supplier of the Software.

6.2. With respect to your purchase of a service use right associated with a software-as-a-service, platform-as-a-service, or infrastructure-as-a-service offering operated and provided by a third party ("Third Party Service"), we are selling you an intangible right to access, use, and/or participate in such Third Party Service for a specified usage duration (a "Service Use Right") and we are not the provider or operator of such Third Party Service. Your use of a Third Party Service is subject to the relevant terms of use or other license terms between you and the Third Party Service operator (and not us) related to such Third Party Service ("Service Terms"). You agree and acknowledge that these Terms only apply to our sale of Service Use Rights to you, and do not apply to your use of a Third Party Service. The company or entity which operates the Third Party Service is solely responsible for fulfilling, operating and providing the Third Party Service for which we resell you a Service Use Right. You agree to hold us harmless from and against any liability resulting from your use of, or inability to use, a Third Party Service, except that we (either directly or through our subcontractor) will provide reasonable customer support to you in connection with the fulfillment to you of access credentials as part of your purchased Service Use Right. We disclaim any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to the availability, use or results from using any Third Party Service for which we sell Service Use Rights. You are advised to refer to any Service Terms with regards to determining your rights against the operator of a Third Party Service.

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7) Waiver and Limitation of Liability; Risk Allocation

7.1. YOU UNDERSTAND AND AGREE THAT WE ARE NOT THE MANUFACTURER OF THE PRODUCTS WE OFFER FOR SALE THROUGH THE PROPERTY, AND ARE NOT THE OPERATOR OF THIRD PARTY SERVICES FOR WHICH WE OFFER SERVICE USE RIGHTS FOR SALE THROUGH THE PROPERTY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCTS AND FASTSPRING SERVICES THAT YOU PURCHASE FROM US ARE PROVIDED TO YOU "AS IS," AND YOUR USE IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. UNLESS AGREED OTHERWISE OR REQUIRED BY APPLICABLE LAW, ANY WARRANTIES PROVIDED IN RELATION TO PRODUCTS OR FASTSPRING SERVICES ONLY EXTEND TO YOU ON THE UNDERSTANDING THAT YOU ARE A USER AND NOT A RESELLER OF THOSE PRODUCTS OR FASTSPRING SERVICES.

7.2. WE HAVE PRICED PRODUCTS AND FASTSPRING SERVICES AVAILABLE FOR PURCHASE FROM US UPON THE UNDERSTANDING, AND YOU HEREBY ACKNOWLEDGE THE UNDERSTANDING, THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE: (a) OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE PRODUCTS AND/OR FASTSPRING SERVICES WHICH GIVE RISE TO SUCH LIABILITY; AND (b) NEITHER WE NOR OUR SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF BUSINESS) IN CONNECTION WITH YOUR USE OF THIS SITE OR YOUR PURCHASE OR USE OF ANY PRODUCT OR FASTSPRING SERVICE, HOWEVER CAUSED AND WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

7.3. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THESE TERMS LIMIT OUR LIABILITY TO YOU FOR ANY LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

7.4. You agree to defend, indemnify and hold harmless us, our subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to (a) any Products purchased by you in connection with your use of the FastSpring Ecommerce Solution (including without limitation your use of any Third Party Service for which you purchase Service Use Rights from us), or (b) the violation of Section 8 of these Terms by you, your employees, consultants, agents, distributors, or customers.

7.5. To the fullest extent permitted by law and save where expressly set out in any License Terms or elsewhere, we shall have no liability to you in the event of the Products or FastSpring Services infringing or being alleged to infringe the proprietary rights of any third party. In the event that the Products are or may be the subject of patent, copyright, database right, registered design, trade mark or other rights of any third party, you should refer to the relevant terms of the Product manufacturer and/or licensor/owner. We shall be obliged to transfer to you only such right or title as we have.

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8) Export & Customs Duties

8.1. Each Product and FastSpring Service and any related items (including software, technology and technical information) sold, exported, transferred, supplied or licensed by us may be subject to and governed by the laws of the United States and other countries, including but not limited to the US Export Administration Regulations (EAR) and US Foreign Assets Control Regulations (FACR). You are required to comply with all applicable laws relating to the export, re-export, transfer, use, or import of any Product or related items. Diversion contrary to applicable law is prohibited. Notwithstanding any other request or agreement to the contrary, neither you nor FastSpring shall take or be required to take any action prohibited or penalized under US or applicable foreign law.

8.2. The tangible shipment of Products from one country for delivery in another country may be subject to customs duties, fees, taxes and/or other charges in the country of ultimate destination. Unless otherwise expressly stated by FastSpring during the order process, (a) your payment for the order in question does not include any customs duties, fees, taxes and/or other charges that may be due and payable in the Product's country of ultimate destination, and (b) the receiving party in the Product's country of ultimate destination is responsible for making entry and properly declaring the merchandise to the appropriate customs authorities, paying any applicable customs duties/fees/taxes/charges, and/or satisfying any additional import-related requirements. You should contact the local customs authorities in the relevant jurisdiction for further information on the applicable customs requirements and procedures, duties, fees, taxes, and/or other charges that may be assessed against the Product.

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9) Notices

9.1. Any notice or other communications in relation to these Terms may be given by sending the same by hand delivery, pre-paid post, fax or e-mail (a) with respect to notices and communications to you, to the address and contact information you provided in connection with your purchase of Products and/or FastSpring Services; and (b) with respect to notices and communications to us, to the address listed at the beginning of these Terms or as otherwise specified in your order confirmation email or notification of Acceptance. These will also be the addresses for service of legal proceedings in the manner prescribed by law. Except as set out above in relation to cancellation of consumer orders, such notices or communications (where properly addressed) shall be considered received:

9.2. In relation to hand delivery, on the date of delivery at the relevant address (or, if this is not a working date, the first working date thereafter);

- 9.2.1. If posted, 5 working days after the date of posting;
- 9.2.2. If by fax, on the date of the transmission as evidenced by a successful transmission contact report (or, if this is not a working date, the first working date thereafter).
- 9.2.3. If sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of 48 hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

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10) Agreement to Arbitrate

10.1. We will make every reasonable effort to resolve any disagreements that you have with us. In the event that we cannot resolve a disagreement to your satisfaction (or if we cannot informally resolve a concern we may have with you after attempting to do so informally), then you and we agree that except as expressly provided in Section 10.2 below, any claim, dispute, or controversy you may have against us arising out of, relating to, or connected in any way with these Terms, the FastSpring Ecommerce Solution, or the purchase or attempt to purchase of any Products or FastSpring Services through the FastSpring Ecommerce Solution shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this agreement to arbitrate in this Section 10 ("Rules and Procedures"). The AAA's rules, and a form for initiating arbitration proceedings, are available on the AAA's site at <http://www.adr.org>. The language of any dispute resolution procedure or any proceedings will be English.

10.2. This Section 10 applies to all consumers to the fullest extent allowable by law. The disputes governed by these procedures in this Section 10 include without limitation (a) claims arising out of or relating to any aspect of the relationship between you and us; (b) claims that arose out of your use of the FastSpring Ecommerce Solution; and (c) claims currently the subject of a purported class action litigation in which you are not a member of a certified class. However, the dispute resolution procedure specifically does not apply to (i) a claim relating to the enforcement or validity of your or our intellectual property rights; (ii) a claim relating to an allegation of theft, piracy, or unauthorized use; or (iii) claims for which class action litigation can be brought.

10.3. YOU AND WE BOTH AGREE THAT (A) EACH OF US CAN ONLY BRING CLAIMS AGAINST THE OTHER ON AN INDIVIDUAL BASIS AND THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS; (B) ARBITRATION CAN DECIDE ONLY YOUR AND/OR OUR INDIVIDUAL CLAIMS, AND THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S); AND (C) THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

10.4. If the value of the relief sought is \$10,000 or less, either you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us (subject to the arbitrator's discretion to require an in-person hearing based on the circumstances). Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise. Any in-person arbitration shall be held at a location determined by the AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and us.

10.5. You agree further that: (a) the arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, including principles of equity, and shall honor claims of privilege recognized at law; (b) the arbitrator shall not be bound by rulings in prior arbitrations involving us, but is bound by rulings in prior arbitrations involving both you and us to the extent required by applicable law; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

10.6. With the exception of Section 10.3 above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by the AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, Section 10.3 above is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor we shall be entitled to arbitrate their dispute.

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11) Governing Law and Venue

Any dispute arising out of or related to these Terms shall be governed by the internal laws of the State of California, without regard to or application of its choice of law rules or conflicts-of-laws principles, except that the Arbitration provision of these Terms shall be governed by the Federal Arbitration Act. In the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in Santa Barbara County, California, and both you and us agree to submit to the personal jurisdiction of the courts located within Santa Barbara County, California for the purpose of litigating all such claims or disputes.

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12) General

These Terms sets forth the entire understanding between you and us with respect to your use of the FastSpring Ecommerce Solution and your purchase of Products and FastSpring Services from us, and supersedes any and all prior or contemporaneous communications, agreements, and representations, whether written or oral, related thereto. No amendment to these Terms will be valid unless made in writing and signed by you and us. These Terms prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted. FastSpring may engage the services of subcontractors or agents to assist FastSpring in the performance of its obligations related to these Terms. You may not assign or transfer your rights under these Terms, and any purported assignment or transfer shall be void. No relaxation, forbearance, delay or indulgence by either you or us in enforcing any of these Terms or the granting of time by either party to the other shall prejudice or restrict such rights and powers. No waiver of any term or condition of these Terms shall be effective unless made in writing and signed by us. The waiver of any breach of any Term shall not be construed as a waiver of any subsequent breach or condition. If for any reason we determine or a court of competent jurisdiction finds that any provision or portion of these Terms to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction: (a) these Terms will not be affected in other jurisdictions to the extent that such determination or finding has no application; and (b) in the relevant jurisdiction, the remainder of these Terms (to the fullest extent permitted by law) will continue in full force and effect. Neither you nor us shall be in breach of these Terms in the event that party is unable to perform its obligations as a result of any reason or condition beyond its reasonable control.

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Bright Market LLC dba FastSpring Limited. 2 Minton Place, Victoria Road, Bicester, England, OX26 6QB
FastSpring B.V. Strawinskylaan 3101 Tenant B.V. 1077 ZX Amsterdam, Netherlands
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FastSpring® Privacy Statement

Last updated: May 21, 2018

BY USING THIS WEBSITE OR ANY FASTSPRING OPERATED ECOMMERCE SOLUTION OR SUBMITTING PERSONAL DATA TO FASTSPRING THROUGH THIS WEBSITE OR ANY FASTSPRING POWERED ECOMMERCE SOLUTION, YOU ARE CONSENTING TO THE COLLECTION, USE, TRANSFER, AND DISCLOSURE OF INFORMATION AS DESCRIBED IN THIS PRIVACY STATEMENT.

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Scope of This Privacy Statement

In General. This privacy statement ("**Privacy Statement**") applies to each ecommerce solution, which may be but is not limited to, a website, portion of a website or a software application branded with the look and feel of a software publisher or entity operated by Bright Market, LLC d/b/a FastSpring ("**FastSpring**") for the purpose of selling such software publisher's products and/or services ("**Ecommerce Engine**" or "**Website**") where this Privacy Statement can be accessed from a hyperlink on, or otherwise appears on, that Ecommerce Engine. If you are purchasing products through a FastSpring subsidiary and not Bright Market, LLC d/b/a FastSpring directly, please note that this Ecommerce Engine is hosted and/or operated by FastSpring under an agreement with the subsidiary of FastSpring who is listed as the seller of products in the terms of sale on this Ecommerce Engine.

When you use an Ecommerce Engine, you agree to the collection and Processing of your Personal Data (as defined below) and agree to be bound to this Privacy Statement which can be accessed via the link provided on each Ecommerce Engine by ticking a box for example.

FastSpring respects the privacy of its customers, partners and suppliers of products or services. The purpose of this Privacy Statement is to provide you with information concerning how FastSpring collects and processes your Personal Data when you use this Ecommerce Engine, and how we collect other information regarding your interaction with this Ecommerce Engine without identifying you as an individual; how we use, handle and disclose Personal Data; and the rights you have about the ways we collect and use that information. Our goal in handling Personal Data provided to us is to comply with EU Data Protection Laws (as defined below) in the jurisdiction(s) where a given transaction occurs, and to offer users of our Ecommerce Engine notice, choice and consent regarding processing for direct marketing purposes, security, data integrity, access, and enforcement with regard to Personal Data.

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Definitions

"Controller" or **"Data Controller"** is the natural person or legal entity, which alone or jointly with others, carries out processing of Personal Data, as well as determines the purpose and means of the processing of Personal Data.

"EU Data Protection Laws" means EU Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as it may be amended or replaced (including without limitation by the General Data Protection Regulation defined below) from time to time, and any applicable national laws, rules and regulations implementing the foregoing.

"General Data Protection Regulation" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC as of May 25, 2018.

"Personal Data" means any information that can identify you directly or indirectly, either alone or in combination with other information available, such as your name, customer number, shipping or billing address, or email address.

"Supplemental Privacy Notices". This Privacy Statement may be supplemented or amended from time to time by additional "Privacy Notices" posted or appearing either on this Ecommerce Engine, or in the transaction flow of a particular Website for which FastSpring provides a particular Ecommerce Engine. Such Supplemental Privacy Notice will provide supplemental information on how we collect and handle information specific to where that Supplemental Privacy Notice appears, and is intended to be read together with this Privacy Statement.

“Third Party Privacy Policies or Statements”. If you access an Ecommerce Engine through which we offer products or services for sale, the Ecommerce Engine may be co-branded with the name and branding of the organization that produces or manufactures the product you are purchasing. If the privacy policy or statement of one of our partners also appears on this Ecommerce Engine, this Privacy Statement will also apply to our use of any information collected by us via the Ecommerce Engine, and the privacy policy or statement of our partner will co-apply to any such information provided to that partner as contemplated by this Privacy Statement and any supplemental Third Party Privacy Notices. FastSpring is only responsible for the data transmitted to FastSpring by its partners. All other data that may be processed is under such Third Party Privacy Notices.

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Data Controller, How to Contact Us, and Processing of Your Data

Controller Responsible for Your Data. Any Personal Data collected by visiting this Website is controlled by Bright Market, LLC d/b/a FastSpring, 801 Garden Street, #201, Santa Barbara, CA 93101, United States of America (“**FastSpring**”).

How to Contact Us. If you have any questions, comments, or concerns regarding this Privacy Statement or our privacy practices, or have privacy-related questions not answered online, you may contact us by any of the following means:

- *By Mail:* You may contact us by postal mail addressed to Bright Market, LLC d/b/a FastSpring, ATTN: Privacy Department, 801 Garden Street, #201, Santa Barbara, CA 93101, United States of America.
- *By Email:* You may contact us by e-mail at privacy@fastspring.com. Please specify “Global Privacy Question” in the subject line to help us to expedite our review of your e-mail.

You may write to us in your own language.

Processing of Your Data. Your Personal Data provided to us will be processed on the computer servers (currently Amazon Web Services) in the United States of America on which our Ecommerce Engine is hosted. In some cases, we may transmit your Personal Data to (i) third party data processors or (ii) product manufacturers, licensors and/or suppliers for the purposes set forth in this Privacy Statement.

Appropriate Safeguards for Cross-border Transfer of Your Data. FastSpring complies with the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries. FastSpring has certified that it adheres to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. If there is any conflict between the policies in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

Lawful Basis for Processing Your Data.

EU Data Protection Laws require a lawful basis for processing of your Personal Data. FastSpring has a lawful basis for each of our processing activities (unless an exemption applies) as outlined below:

- *Performance of a Contract with You.* We will process your Personal Data if it is necessary in order to enter into or perform a contract with you. For example, we will process your payment information in order to sell you a product you have ordered on our Website.
- *Legitimate Interest.* We will process your Personal Data if it is necessary for the purposes of FastSpring's legitimate interests, except where FastSpring's interests are overridden by your interests or fundamental rights and freedoms that require protection of your Personal Data. FastSpring's legitimate interests in processing your Personal Data include: FastSpring's prevention of fraud or misuse of services, IT and network security, marketing and advertising of products sold by FastSpring, enforcement of legal claims including debt collection via out-of-court procedures, processing for marketing research purposes.

Consent. By using our Website or otherwise submitting your Personal Data to us, you consent to the collection, use and sharing of your information as described in this Privacy Statement. If you do not consent to this Privacy Policy, please do not use this Website or submit your information through this Website.

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Collection of Information

We collect Personal Data you provide when you use this Ecommerce Engine. This may include, but is not limited to, the following situations: where you are providing information when you request information about, or use, a product or service available through this Ecommerce Engine, or information you provide when you purchase a product or service through this Ecommerce Engine; where you are entering a contest or a promotion, ordering a newsletter or using other informational tools; and where you are submitting an order or purchasing, downloading and/or registering products and/or signing up for additional services through this Ecommerce Engine.

The information we collect and/or process includes your name, e-mail address, IP address, billing and/or shipping address, phone number, payment account information, and other information about you submitted to verify who you are or to work to prevent fraud. If you contact our customer service, we may collect similar or additional Personal Data you knowingly and voluntarily provide through your contact with our customer service representatives.

We also collect information that is sent to us by your web browser when you use this Ecommerce Engine, which may include without limitation information that does not identify you personally (such as the date and time of your visit, information about your web browser, etc.). The information we receive in such manner depends on the settings on your web browser. If you have created a user identity on one of your visits to this Ecommerce Engine, we may link the information provided by your browser to information that identifies you personally and use it for the purposes described below. Please see below our cookies policy and review the settings of your web browser as described below if you want to learn what information your browser can send or how to change your browser settings.

We may also receive certain Personal Data about you from third parties when you have agreed via a third party's form/Website to share such information with us, such as through your use of a social network authentication to sign in to this Ecommerce Engine.

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Cookies and Other Tracking Technologies

A cookie is a commonly used automated data collection tool. Cookies are small text files that are placed on your computer or device by websites that you visit or HTML-formatted emails you open, in order to make websites work, or to work more efficiently.

We may use cookies, web beacons, pixel tags or other similar technologies on our Websites or emails to, among other things:

- Tailor information presented to you based on your browsing preferences, such as language and geographical region;
- Collect statistics regarding your Website usage;
- Provide us with information to support technical functionality of service, improve the Website experience and measure marketing effectiveness; and
- In some cases, to enable a third party to deliver future advertising for our products and services to you when you visit certain Websites owned by such third parties.

There are several different kinds of cookies, and should we be deploying cookies we (or a third party provider be deploying them in connection with our e-commerce activities) would be using one of the following common types of cookies, which may be persistent cookies or session cookies:

- **Essential cookies** are necessary to provide you with services and features available through our Websites. Without these cookies, services you may need, such as shopping carts or e-billing, cannot be provided.
- **Analytics or customization cookies** collect information that is either used in aggregate form to help us understand how the Website is being used or how effective our marketing campaigns are, or to help us customize the Website for you.
- **Advertising cookies and tracking scripts** are used to make advertising messages more relevant to you. They perform functions like preventing the same ad from continuously reappearing, ensuring that ads are properly delivered and, in some cases, featuring ads based on your interests.

If the Website includes a cookie management tool, you will typically find a hover button at the bottom of your screen.

If in the future you do not wish to receive cookies you may be able to refuse them by adjusting your browser settings to reject cookies. If you do so, we may be unable to offer you some of our functionalities, services or support. If you have previously visited our Websites, you may also have to delete any existing cookies from your browser.

Do-Not-Track. There are different ways you can prevent tracking of your online activity. One of them is setting a preference in your browser that alerts websites you visit that you do not want them to collect certain information about you. This is referred to as a Do-Not-Track ("DNT") signal.

Please note that our Websites may not recognize or take action in response to DNT signals from web browsers. At this time, there is no universally accepted standard for what a company should do when a DNT signal is detected. In the event a final standard is established, we will assess how to appropriately respond to these signals.

For more detailed information about cookies, Do-Not-Track and other tracking technologies, please visit <http://www.youronlinechoices.com>

"Third Party Data Collection". This may also include cookies placed by third parties, to deliver tailored information and content which may be of interest to you, such as promotions or offerings, when you visit third party websites after you have left our Websites. We do not permit these third parties to collect Personal Data about you (such as email address) on our Website, nor do we share with them any Personal Data about you.

Social Media Features and Widgets. Our Websites may include social media features, such as Facebook's "Like" button, and widgets, such as the "Share This" button. These features are usually recognizable by their third-party brand or logo and may collect your IP address, which page you are visiting on our Website, and set a cookie to enable the feature to work properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. **Your interactions with these features are governed by the privacy policy of the company providing it.** Currently, we use the features and widgets ("**Plugins**") of Facebook, Google, Twitter, and LinkedIn offered by the companies Facebook Inc., Google Inc., Twitter Inc. and LinkedIn Corporation ("**Providers**").

Facebook is operated by Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA ("**Facebook**"). You will find an overview on Facebook's Plugins and what they look like here: <https://developers.facebook.com/docs/plugins>

Google+ is operated by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("**Google**"). You will find an overview on Google's Plugins and what they look like here: <https://developers.google.com/+web/>

Twitter is operated by Twitter Inc., 1355 Market St, Suite 900, San Francisco, CA 94103, USA ("**Twitter**"). You will find an overview on Twitter's Plugins and what they look like here: <https://twitter.com/about/resources/buttons>

LinkedIn is operated by LinkedIn Corporation, 1000 West Maude Avenue, Sunnyvale CA 94085, USA ("**LinkedIn**"). You will find an overview on LinkedIn's Plugin and what they look like here: <https://developer.linkedin.com/plugins>

When you access one of our Websites, which contains a Plugin, your browser establishes a direct connection with the servers of Facebook, Google, Twitter, and LinkedIn. The content of the Plugin is transferred by the respective Provider directly to your browser, which then integrates it into the Website. Integration of the Plugin allows the Provider to receive the information that you have accessed the respective Website even if you do not maintain a profile with that Provider or if you are not logged in at the moment. This information (including your IP address) will be transferred by your browser directly to the Provider in the U.S. and stored there.

If you are logged in with one of the Providers' services, they will be able to assign your visit on our Website to your profile with the respective Provider. If you interact with any of the Plugins, e.g. by pressing the "Like" or the "+1" button, this information will also be sent directly to the server of the Provider and stored there. The information will also be published in the social network on your respective account, e.g. Twitter, and displayed to your contacts there.

For more information on the purpose and extent of the data acquisition and how data are processed and used by the respective Provider as well as regarding your rights and optional settings to protect your privacy, please refer to the privacy policies of the respective Provider:

Privacy Policy of Facebook: <https://www.facebook.com/about/privacy>

Privacy Policy of Google: <https://policies.google.com/privacy>

Privacy Policy of Twitter: <https://twitter.com/en/privacy>

Privacy Policy of LinkedIn: <https://www.linkedin.com/legal/privacy-policy>

If you do not want Google, Facebook, Twitter or LinkedIn to allocate data collected on our Websites to your profile in their service, you must log out of the respective service before visiting our Website. You can prevent the loading of the Plugins completely by using Add-Ons for your browser, e.g. the script-blocker "NoScript" (<http://noscript.net/>).

If you accept a session or persistent cookie, you can delete it at any time through your web browser (e.g., as soon as you leave our Ecommerce Engine). If you do not wish to receive cookies or wish to manage when you accept cookies in general, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept our cookies, if you set your browser to reject cookies, you may not be able to use all of the features and functionality of this Ecommerce Engine.

We and our partners use third party service providers in connection with this Ecommerce Engine and our business to gather user metrics and usage data. These service providers may collect anonymous information about your visits to our Ecommerce Engine or to a Website, your interaction with our Ecommerce Engine or that Website, and the products and services offered by us, our partners and our suppliers through the use of cookies, pixel tags, JavaScript code or other web technologies. This information may be transferred to servers in the U.S. and stored there. We and our partners may use this anonymous information to provide targeted advertisements to you for goods and services, for marketing analysis, and for quality improvement purposes. Currently, we use the following web tracking services:

Google Analytics: Google Analytics is a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the Website analyze how users use the site. The information generated by the cookie about your use of the Website will normally be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will shorten the IP address in EU Member States or other countries of the European Economic Area. Only in exceptional cases, the full IP address is sent to a Google server in the US and shortened there. On behalf of the Website provider Google will use this information for the purpose of evaluating your use of the Website, compiling reports on Website activity for Website operators and providing other services relating to Website activity and internet usage to the Website provider. Google will not associate the IP address transmitted by your browser with any other data stored by Google.

You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do so, you may not be able to use the full functionality of this Website. Furthermore, you can prevent the acquisition of data collected by cookies and relating to your use of the Website (including your IP address) by downloading and installing the browser plug-in available under <https://tools.google.com/dlpage/gaoptout>. Please note that on this Website, Google Analytics code is supplemented by "anonymizeIp". This allows to process IP addresses in a shortened form to exclude direct reference to a specific person. For more information provided by Google: <https://support.google.com/analytics/answer/6004245?hl=en>.

In any case, if you want to manage, deactivate or authorize the cookies, you can use the below links:

- Internet Explorer : <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>
- Chrome : <https://support.google.com/accounts/answer/61416?hl=en>
- Safari : <https://support.apple.com/en-us/HT201265>
- Mozilla : <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- Opera : <http://help.opera.com/Windows/10.20/en/cookies.html>

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Storage, Use and Sharing of Information

Our Use of Personal Data. We may use Personal Data collected by us for the following purposes:

- to contact you if you have requested information or communication from us;
- to determine the country in which you are located for compliance purposes (including without limitation export compliance);
- and for security, anti-piracy, and fraud prevention purposes;
- to help verify that existing personal information about you in our possession is accurate and complete;
- to provide you with product updates and upgrades, special offers, pricing information, newsletters, and other information, either on our own behalf or in some cases on behalf of a partner or client acting as their agent, where you have consented to receive it;
- to undertake any other promotional activities where you have previously consented to such promotional activities;
- in connection with keys, access codes or other information as may be required to permit you to access the Websites or services of our partners to receive products, updates or services;
- for the purposes identified in a specific Supplemental Privacy Notice posted on the page or area of this Ecommerce Engine where you provided that information;
- to verify compliance with applicable laws, rules and regulations;
- to provide you, to the extent permitted by law, with a personalized shopping experience;
- to establish an account for future purchases by you if you have consented to the creation of an account;
- to provide you with effective customer service (which may to the extent and in a manner permitted by applicable law, include contacting visitors who commence but do not complete a checkout process to follow up on the incomplete session or to see if there was a problem with their use of this Ecommerce Engine), and/or technical support;

If you visit this Ecommerce Engine for the purposes of conducting a purchase transaction, we require and will process certain of your Personal Data for the purposes listed below in order for us to perform our obligations under such purchase transaction and corresponding contract. If you do not provide the required Personal Data, you will be unable to complete such purchase transaction on this Ecommerce Engine:

- to take, verify, process or deliver your order, process or obtain payment, verify your tax or tax exempt status, contest chargebacks, determine your eligibility for a line of credit, or notify you of the status of your order;
- to register your purchase with the manufacturer or service provider for warranty, technical support or similar purposes;

- to provide notice of your purchase to the provider of an online service for which you purchase a service use right from us, for example, in order for the service provider to enable your access to the service and provide updates; and
- to facilitate the renewal of subscriptions for products or services.

Our Use of Anonymous Information. We may use anonymous information (i.e. information that does not allow direct or indirect identification of the individual to whom such information relates) collected by us:

- to personalize and support your use of this Ecommerce Engine, our services, and/or the services of our partners;
- to improve this Ecommerce Engine, the customer experience, our advertising systems, and our products and services;
- for fraud prevention purposes, such as device fingerprinting;
- to identify actions or transactions as originating through an affiliate marketing or referral program;
- to deliver targeted advertisements on this Ecommerce Engine and other Websites and/or ecommerce solutions;
- to provide reporting to our current and prospective partners and service providers; and
- for statistical or research and analysis purposes.

In addition, we may anonymize Personal Data by removing any information that identifies you specifically, and use the rest for the purposes set forth above.

Our Partners. When we make products available for sale through an Ecommerce Engine, we are doing so as an independent e-commerce reseller of, or service provider for, the partner whose name and/or logo appears as part of the particular Ecommerce Engine. In connection with your purchase of a product or service through an online store we operate that is co-branded with our partner's branding, we will provide certain of the Personal Data and/or anonymous information you provide in connection with your purchase to that partner for reporting purposes, to allow our partner or its service provider to register your purchase, to enable your access to products or services provided by our partner or its suppliers, to facilitate warranty, technical support or after-sales service, to allow our partner or its subcontractor to send communications to you if you have previously consented to receive them, to allow our partner or its service provider to provide services in connection with this Ecommerce Engine such as customer support or single sign-on functionality on this Ecommerce Engine and our partner's Website, or for similar purposes in order to fulfill obligations to you.

We may also provide certain of the Personal Data you provide in connection with your purchase to the publisher or manufacturer of a product you purchase, or operator of a service for which you purchase a service use right from us, if different than the partner whose name and/or logo appears on this Ecommerce Engine. The privacy policy of our partner, and of the publisher, manufacturer or operator of the product or service you purchase, will govern how that party uses and protects any of your Personal Data that we provide to them.

Our Service Providers. We use other companies, which may include but not limited to present or future corporate affiliates, to provide joint services or certain services to us or on our behalf and help us to operate our business. We may share your information with our service providers in connection with their provision of services to us.

We may also allow these companies to use anonymous information, and to use aggregated Personal Data on an anonymous basis (i.e., where the aggregated data cannot identify you personally), for their business purposes. We will not share your Personal Data with our affiliates or unrelated third parties to use for their own marketing purposes without your consent. We select our partners and service providers on the basis of their security and confidentiality commitments and their compliance with EU Data Protection Laws.

To Comply With Legal Requirements, Cooperate With Law Enforcement, Prevent Fraud and Other Crimes, and Protect Legal Rights, Ecommerce Engine, You and Others. To the extent not expressly prohibited by applicable law, we may disclose Personal Data we collect on this Ecommerce Engine without notifying you when we, in good faith, believe disclosure is appropriate: (a) to comply with the law or a regulatory requirement; (b) to comply with governmental, administrative or judicial process, requirement or order, such as a subpoena or court order; (c) to cooperate with law enforcement or other governmental investigations (without necessarily requiring the law enforcement or government agency requesting the information to formally serve us with a subpoena); (d) to prevent or investigate a possible crime, such as fraud or identity theft; (e) to enforce a contract; to protect the legal rights, property or safety of FastSpring, its corporate affiliates, and their respective employees, clients and partners and agents, other users or the public in general; or (f) to protect your vital interests if determined necessary by us. In addition, we may review our server logs for security purposes, such as detecting intrusions into our network. If we suspect criminal activity, we may share our server logs – which contain visitors' IP addresses – with the appropriate investigative authorities who may use that information to trace and identify individuals. We also reserve the right to report to appropriate law enforcement or government agencies any activities that we, in good faith, believe are or may be in violation of applicable laws, rules or regulations without providing notice to you.

In Connection With Corporate Events. If one of our corporate affiliates or a third party has acquired our business, specific assets or the business of one of our operating divisions through which you have provided information to us, for example, as the result of a sale, merger, reorganization, insolvency, dissolution or liquidation, your Personal Data may become owned by that company in compliance with applicable EU Data Protection Laws. In that event, the acquiring company's use of your Personal Data will still be subject to this Privacy Statement, any applicable Supplemental Privacy Notices, and the privacy preferences you have expressed to us.

Pursuant to EU Data Protection Laws, we retain your Personal Data only to achieve the purposes set out in this Privacy Statement. We will therefore retain Personal Data as follows:

- Personal Data used for shipping and billing: 2 years after your last order ;
- Payment Information: only for the duration of the payment ;
- Personal Data used for marketing purposes: 3 years after the last contact with you (e.g. : request for information)

After these periods, we will delete the corresponding Personal Data.

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Your Choices

FastSpring respects your right to make choices about the ways we collect, use and disclose information about you. We generally ask you to indicate your choices at the time, and on the page, where you provide your Personal Data.

When you provide Personal Data, we may offer you a choice as to whether you would like to receive further communications from us and/or from our partners via a box to tick for example, such as communications related to updates, upgrades, special offers and pricing. You have the right to withdraw your consent at any time. If you decide you no longer want to receive promotional messages from us, you may let us know by e-mailing us at remove@fastspring.com or by following any unsubscribe link in our e-mails; please specify which consent you are revoking in your e-mail to us. Please note, however, if you give us permission to add your contact information to our partner's mailing list and later withdraw your permission, you will have to contact our partner (or use the "opt-out" provided in the e-mails our partner sends you) to have your name removed from our partner's mailing lists.

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Security of Information

We are committed to keeping Personal Data secure. We have implemented physical, technical and administrative safeguards reasonably designed to protect your Personal Data from unauthorized access and disclosure. When we collect or transmit sensitive information such as a financial account number, we use industry standard methods to protect that information. It is important that you understand, however, that no Ecommerce Engine, Website, database or system is completely secure or "hacker proof." You are also responsible for taking reasonable steps to protect your Personal Data against unauthorized disclosure or misuse, for example, by protecting your password. Different countries have different privacy laws and requirements. Please know, however, that no matter where your Personal Data is collected, used, transferred or stored, if it was collected through this Ecommerce Engine, it will be protected by us in accordance with the terms of this Privacy Statement, any Supplemental Privacy Notices that apply to you, and applicable EU Data Protection Laws.

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Privacy Shield

FastSpring has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to BBB EU PRIVACY SHIELD, a non-profit alternative dispute resolution provider located in the United States and operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit www.bbb.org/EU-privacy-shield/for-eu-consumers/ for more information and to file a complaint. The Council of Better Business Bureaus has committed to respond to complaints and to provide appropriate recourse at no cost to you.

If you are a consumer, any dispute relating to the Privacy Statement or to its interpretation may be referred to the Consumer Affairs Ombudsman as provided for by the provisions of L611-1 and following of the Consumer Code and as indicated on the tab of the Ecommerce Engine "Mediation". Failing such agreement, the dispute shall be submitted to the competent court of the place where you live, or to the place where the service is performed, or to the place of the harmful event, at your option.

If neither we nor the Council of Better Business Bureaus/ Consumer Affairs Ombudsman resolves your complaint, you may pursue binding arbitration through the Privacy Shield Panel. To learn more about the Privacy Shield Panel, click here: <https://www.privacyshield.gov/article?id=F-The-Arbitration-Panel>.

As explained here we sometimes provide Personal Data to third parties to perform services on our behalf. If we transfer Personal Data received under the Privacy Shield to a third party, the third party's access, use, and disclosure of the Personal Data must also be in compliance with our Privacy Shield obligations, and we will remain liable under the Privacy Shield for any failure to do so by the third party unless we prove we are not responsible for the event giving rise to the damage. Therefore, we will select third parties on the basis of their adherence to the EU-US Privacy Shield Framework or that have executed an agreement based on the Standard Model Clauses issued by the European Commission.

You can review our Privacy Shield registration here: <https://www.privacyshield.gov/list>.

We are subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). We may be required to disclose Personal Data that we handle under the Privacy Shield in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

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Your Rights with Respect to Your Personal Data

We strive to maintain the accuracy and integrity of the Personal Data in our databases and to keep that information up-to-date. We provide ways for you to access your Personal Data as required by applicable law, so that you can correct inaccuracies or update your Personal Data. You have the right on legitimate grounds to: (i) ask for the erasure of your Personal Data; or (ii) object to the processing of your Personal Data. With respect only to the Personal Data you have provided to us either via a consent or that we process in order to perform our contractual obligations to you, you have the right to data portability.

If you would like to exercise one of these rights, please contact us by postal mail addressed to us, ATTN: Privacy Department, at 801 Garden Street, #201, Santa Barbara, CA 93101, United States of America or by e-mail at privacy@fastspring.com.

If you contact us we may, for your protection, ask you for additional information to verify your identity. In most cases, we will provide the access you request, correct or delete any inaccurate Personal Data you discover, cease the processing of your Personal Data and implement your guidelines. We reserve the right, however, to limit or deny your request to the extent permitted by applicable law if the disclosure may lead to a breach of applicable law and regulation, e.g. in case of any legal obligation to retain certain data, or if you have failed to provide sufficient evidence to verify your identity.

You also have the right to lodge a complaint with the supervisory authority in your jurisdiction if you believe that our processing of your Personal Data infringes the requirements of the General Data Protection Regulation.

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Links to Third Party Websites

FastSpring's Website provides links to third-party web sites, which are not under the control of FastSpring. FastSpring makes no representations about third-party web sites. When you access a non-FastSpring web site, you do so at your own risk. FastSpring is not responsible for the reliability of any data, opinions, advice, or statements made on third-party sites. FastSpring provides these links merely as a convenience. The inclusion of such links does not imply that FastSpring endorses, recommends, or accepts any responsibility for the content of such sites.

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Children's Privacy

This Ecommerce Engine is not directed at nor targeted to children. If you have not reached the age of majority or are not able to enter into legally binding agreements in your country, you may not use this Ecommerce Engine unless supervised by an adult. Our goal is to comply with applicable laws and regulations relating to collection and use of information from children as such term is defined by applicable laws. If you believe that we have received information from a child or other person protected under such laws, please notify us immediately by postal mail addressed to FastSpring's Privacy Department, 801 Garden Street #201, Santa Barbara, CA 93101, United States of America or by e-mail at privacy@fastspring.com, and we will take reasonable steps to remove that information from our databases.

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Country Specific Notices: Consent

If you are located in the European Economic Area (EEA), by using this Ecommerce Engine you consent by ticking the specific consent box to the processing of your Personal Data by Bright Market, LLC d/b/a FastSpring's servers in the United States and the storage of your Personal Data in the United States for the purposes set forth in this Privacy Statement, and acknowledge that your personal data may be transmitted by us to other FastSpring companies for the purposes set out in this Privacy Statement and for company group administration purposes. You may withdraw your consent at any time with effect for the future but you will then not be able to use our services and in particular order products on our Websites. For further information if you wish to withdraw your consent by emailing us at privacy@fastspring.com.

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Changes to This Privacy Statement

We may occasionally update this Privacy Statement. These updates may reflect, among other things, changes in applicable laws, rules or regulations, changes in our data collection practices, and/or changes to our business or services. Changes to our Privacy Statement will become effective 30 days after posting and will only apply to your Personal Data we hold if you use the Website after the revised statement becomes effective. If revisions to the Privacy Statement materially affect how we may use Personal Data collected from you prior to the date of the revised statement, then we will request that you opt-in to the revised Privacy Statement via a checkbox for each new order/purchase. We will post an updated version of this Privacy Statement on the Ecommerce Engine with a revised effective date, to let you know that we updated the Privacy Statement.

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 Bright Market LLC dba FastSpring Limited. 2 Minton Place, Victoria Road, Bicester, England, OX26 6QB
 FastSpring B.V. Strawinskylaan 3101 Tenant B.V. 1077 ZX Amsterdam, Netherlands
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