

# Ooo.li Privacy Policy and Terms of Use

## Privacy Policy

### We Value Your Privacy

WeFindX Foundation, CLG (“WEFINDX”) has adopted this Privacy Policy (“Privacy Policy”) to provide you, the user of Ooo.li (the “Website”), with information about how the Website collects and uses certain information it collects when you use the Website. WEFINDX values your privacy and has adopted this policy in an effort to remain transparent with respect to its collection of this information.

### Email Privacy

WEFINDX does not provide, sell, or rent email addresses to anyone outside the organization.

### What Information Does WEFINDX Collect?

As with most website operators, WEFINDX collects and maintains personally identifiable information (“PII”) about individual consumers collected online from those individuals. For the majority of our users, we obtain a minimal amount of PII including, but not limited to, IP addresses, geolocation data, pixel tags, web beacons, Website pages accessed, and your use of the Website. We collect this information so that we may better diagnose problems with our server, administer the Website, and build statistical metrics used to track Website visitor traffic.

WEFINDX may, however, collect additional PII depending on what you voluntarily provide to us. For instance, WEFINDX offers certain services and methods of interacting with the Website which may require you to voluntarily submit additional information, such as your email address.

### How Your Information May Be Used

As stated above, WEFINDX’s collection of PII is premised on helping you enjoy having a better user experience. WEFINDX obtains PII from its users in order to diagnose problems and properly administer the Website and its services. WEFINDX does not provide, sell, or rent your PII to anyone outside the organization, except as provided in this Privacy Policy.

The Website also uses “cookie” messages to automatically provide better services to you. A cookie may be placed in your computer so that when you visit the Website again, we can remember your preferences based on the information you provided before. Cookies allow us to track your usage of the Website so we know which aspects of our Website are the most popular. You can reject cookies or cancel them by changing your web browser settings accordingly.

Although WEFINDX does not sell or rent your PII to third parties, WEFINDX may share your PII with third parties to provide the services offered through the Website. Additionally, WEFINDX may share your PII with its constituents or with a third party in a formation of strategic partnership or an alliance with WEFINDX. WEFINDX may also share or otherwise use your PII to respond to a duly authorized subpoena or court order, to respond to regulatory requests by government authorities, or where we have a good-faith belief it is necessary to protect the safety, security, and/or reputation of WEFINDX, the Website, its employees, officers, agents, board of directors, contributors, and/or its users, including as part of investigations, or in litigation, and, where necessary, to prevent fraud, false advertising, death, imminent bodily harm, or the violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international.

## **How is My Information Secured?**

WEFINDX works to protect the security of your PII and, to the best of its ability, has implemented industry standard encryption to protect against unauthorized access to, or interception of, your PII. WEFINDX makes no guarantee or warranty regarding the continued uptime of its encryption measures, but will use its best efforts to maintain and if necessary to restore such measures.

## **How Do I Cease WEFINDX's Collection and/or Use of My Information?**

You may cease WEFINDX's collection and/or use of your PII by discontinuing your use of the Website, and adjusting your web browser settings to clear any cookies remaining on your computer from your prior use of the Website. You may also unsubscribe from any of our services by notifying us via email.

## **Online Tracking and Do Not Track ("DNT") Disclosures**

WEFINDX neither tracks nor collects PII from your online activities over time and across third-party websites or online services. As that is the case, WEFINDX does not respond to a browser's DNT signal. The Website may host embedded third-party content, such as a social media feature, that may set cookies on your browser and/or obtain information about the fact that you visited a specific WEFINDX website from a certain IP address. Any PII obtained in this fashion, however, is that which is voluntarily provided by you to the third party.

## **Notices and Privacy Concerns**

All notices to WEFINDX pursuant to this Privacy Policy may be made in writing to our customer service department at [privacy@wefindx.org](mailto:privacy@wefindx.org) in writing. You may also contact [privacy@wefindx.org](mailto:privacy@wefindx.org) with any questions or concerns about the Privacy Policy and our privacy practices.

## **Content**

## Website Content

WEFINDX has made every attempt to ensure the accuracy and reliability of the information provided on the Website. However, the information is provided “as is” without warranty of any kind. WEFINDX does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on the Website.

No warranties, promises and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy or otherwise of the information provided on the Website.

If you believe that content on the Website contains factual errors, has violated the rights of third parties (including intellectual property rights or other personal or proprietary rights), or any applicable rule, law, regulation, ordinance, treaty, or statute, whether local, state, provincial, regional, national, or international, you may submit a notification to [admin@wefindx.org](mailto:admin@wefindx.org) containing all relevant information.

WEFINDX reserves the right to remove any content on the Website at its sole discretion.

## Content Takedown Requests Due to Copyright Infringement

If you believe that content on the Website has infringed upon your copyright rights, you may provide WEFINDX with a notice of copyright infringement that complies with §512 of the Digital Millennium Copyright Act.

This notice of copyright infringement must contain the following:

1. The physical or electronic signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work(s) alleged to have been infringed;
3. The location of the copyrighted work(s) on the Website;
4. Your contact information, such as an address, phone number, or email address;
5. A statement that you have a good-faith belief that the use of the allegedly infringing content is not authorized by the copyright owner, its agent, or the law; and
6. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

Notifications of copyright infringement and counter-notifications may be submitted to WEFINDX at [copyright@wefindx.org](mailto:copyright@wefindx.org).

## Acceptable Uses

You agree that you will not use the Website in violation of any term or condition of this Policy, outside of its customary and intended purposes, to violate the rights of third parties, or to violate any applicable rule, law, regulation, ordinance, treaty, or statute, whether local, state, provincial, regional, national, or international. You are explicitly prohibited from:

1. Transmitting unsolicited commercial email messages to users of the Website;

2. Imposing a disproportionate load on the Website or its server infrastructure, whether through a denial of service attack or otherwise;
3. Attempting to interfere with the operation of the Website;
4. Circumventing the Website's technological protection or security mechanisms;
5. Attempting to gain access to the personal or personally identifiable information of a user of the Website;
6. Harassing a user of the Website.

## **Modifications**

WEFINDX reserves the right to suspend, replace, modify, amend, or terminate this Policy at any time and within its sole and absolute discretion. In the event WEFINDX replaces, modifies, or amends this Policy in a material way, WEFINDX will notify you by updating the Effective Date, located at the top of this Policy. Your continued use of the Website after a change in the Effective Date above will constitute your manifestation of assent to, and agreement with, any replacement, modification, or amendment herein.

## **Limitation of Liability**

YOU AGREE THAT THE WEBSITE IS PROVIDED ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, NON-INFRINGEMENT, AND TITLE. YOU AGREE THAT WEFINDX WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, JUDGMENTS, CHARGES, OR FEES ARISING OUT OF OR RELATED TO YOUR USE OF THE SOFTWARE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, COSTS AND ATTORNEYS' FEES, DAMAGES ARISING OUT OF ERRORS OR OMISSIONS, AND DAMAGES ARISING OUT OF THE UNAVAILABILITY OF THE WEBSITE OR DOWNTIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT WEFINDX'S LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO USE THE WEBSITE OR € 1,000, WHICHEVER IS LESS.

## **Resolution of Disputes**

YOU AND WEFINDX AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR CONCERNING THE VALIDITY, INTERPRETATION, BREACH, VIOLATION, OR TERMINATION OF THIS AGREEMENT. THIS ARBITRATION WILL BE HELD IN IRELAND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE IRISH ARBITRATION ASSOCIATION. THE ARBITRATOR WILL DECIDE THE CLAIM ON THE BASIS OF THE LEGAL PRINCIPLES AND LAWS OF IRELAND AND WILL HAVE THE DISCRETION TO AWARD ALL COSTS AND ATTORNEYS' FEES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND WEFINDX AGREE THAT THE DETERMINATION OR AWARD OF THIS ARBITRATION MAY BE ENTERED AS A JUDGMENT IN ANY COURT SITTING WITHIN IRELAND THAT HAS JURISDICTION OVER THE SUBJECT MATTER OF THE DISPUTE. YOU AND WEFINDX UNDERSTAND AND AGREE THAT THEY WILL BE REQUIRED TO BE PRESENT WITHIN IRELAND IN ORDER TO

PERFORM THEIR OBLIGATIONS UNDER THIS AGREEMENT. YOU AND WEFINDX HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION.

## **Force Majeure**

WEFINDX will not be responsible for any delay or failure in performance of the Website arising out of any cause beyond WEFINDX's control, such as acts of God, war, riots, fire, terrorist attacks, power outages, severe weather, or other accidents.

## **Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Policy and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

## **Interpretation**

This Policy and Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

## **Assignment**

You are expressly prohibited from assigning your rights and duties under this Agreement. WEFINDX reserves the right to assign its rights and duties under the Agreement, including in a sale of WEFINDX or the Website.

## **Waiver, Privacy Policy, and Integration**

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to unless said waiver is in writing and signed by the party to be charged. This Agreement is the entire agreement between the parties and supersedes all previous agreements or representations between the parties.

*Last updated: 2020-05-21*