Privacy Policy of ISAC - International Society for Arts and Culture, o.z.

for the use of the services under the domain www.isac-eu.org and the ISAC Family websites

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Part A: Privacy Principles

Welcome to ISAC! The protection of your privacy and your personal data is taken very seriously and of utmost concern for ISAC.

ISAC is a creative community of trust which helps its members at the Internet portal www.isaceu.org to exchange and share information as well as to connect with other members. ISAC ensures highest standards for the protection of your personal data and your privacy.

This Privacy Policy supplements the Terms and Conditions for using www.isac-eu.org and any of its sub-domains and aliases of these domains (ISAC Website(s) or Website(s)), governing the entire relationship between the validly registered user (User) and ISAC and are applicable to all services provided to the User or offered on the ISAC family (funnylicious.eu, storynights.eu or Service(s)) and also to all the User's actions, contents, or other material relating to ISAC.

This Privacy Policy is designed to help you better understand how ISAC collects and deals with your personal data and information.

If you have any questions or comments regarding this Privacy Policy, please contact ISAC by using the <u>contact form</u> available on each ISAC Website under Contact.

By registering to be an ISAC member, you consent to the practices described in the following Privacy Policy.

1. ISAC Principles

ISAC works hard to earn and keep its member's trust. Therefore, ISAC strictly adheres to the following principles to protect the User's privacy:

ISAC collects, processes, and uses all data and/or information about and related to the User's person and the User's account with ISAC (Personal Data) in accordance with the laws and statutes on data protection of Slovakia and those of the European Union.

ISAC uses Personal Data solely to provide the User with the ISAC member services. ISAC will never rent, sell, or otherwise provide Personal Data to any third party for advertising or for marketing purposes without the User's consent. The User is aware of the fact and agrees that in case of online debiting procedures (i.e. payment via credit card) any data (e.g. name, credit card number, expiry date, bank details etc.) which is necessary for the due processing of such payment will be transferred to third parties involved in the execution of the debiting procedure (e.g. operator of the payment module, credit card acquirer and the bank issuing the credit/ debit card).

2. Information Collection by ISAC

1. Registration

In order to become a member (also known as "user") of ISAC, it is necessary to first create an account on the ISAC Website. To create an account, the User is required to provide the following mandatory contact information: full name; email address; gender; country of residence and languages spoken. In addition, the member must choose a password. The member's password and/or User name are never visible to any other User of ISAC or any third party at any time.

2. Profile Information and User Content

After successful registration with ISAC, the User may provide additional information about himself/herself (e.g., creative/ work experience, professional background, interests). Providing

additional information beyond what is required at registration is entirely optional and on a voluntarily basis, but enables the User to better use the Services. Additionally, the User can upload, publish, send, or display comments, photos, profiles, messages, notes, text, information, music, video, listings, and other content (User Content) on or through the ISAC Websites, or transmit to or share with other Users or third parties accessing the ISAC Websites. The User may also form relationships with other Users, perform searches and queries, follow other users, tag other users, participate on social chat, and form groups. ISAC collects all the aforementioned information so that ISAC can provide the User with the Services and offer personalized features. When the User updates information, ISAC usually keeps a backup copy of the prior version for a reasonable period of time to enable reversion to the prior version of that information.

3. Information about the User's Contacts

If the User chooses to invite other people to ISAC to join his/her network, the names and email addresses of the invitees need to be entered on the ISAC Website. The names and email addresses of people that are invited will be used by ISAC only to send the User's invitation email (including an optional personal message) and corresponding reminders. ISAC stores this information to send the invitation email, to register a contact connection if the User's invitation is accepted, and to track the success of ISAC's referral program.

The User may also choose to manually enter or upload data about his/her contacts into the private section of the ISAC Website. All information that the User enters or uploads about his/ her contacts will be covered by the same terms of this Privacy Policy as those covering his/her own personally identifiable information.

4. Cookies and Log Files

Like most websites, ISAC uses cookies to identify the User during the course of his/her session and to recognize him/her as a user when he/she returns to the ISAC websites using the same computer and web browser. A cookie is a piece of data stored on the User's computer tied to information about the User. ISAC uses session ID cookies to confirm that the User is logged in. These cookies terminate once the User closes the browser. These cookies will then store part of the login data in encrypted form. If the User selects the automatic login, he/she should be aware that this will then only be possible on the same computer on which the cookie was first saved, i.e., an automatic login on two (2) different computers is not possible. The User can remove or block this cookie using the settings in the browser if he/she wants to disable this convenience feature. Unfortunately, if the browser settings do not allow cookies, the User will not be able to use the ISAC Websites.

Each time the User accesses the ISAC Websites, ISAC automatically receives the URL of the site from which the User came and of the site to which the User is going when leaving the ISAC Websites. ISAC also receives the Internet protocol (IP) address of the User's computer (or the proxy server the User uses to access the World Wide Web), the computer operating system and type of web browser he/she is using, as well as the name of the User's ISP. This data is saved in a log file and will be stored by ISAC in the standardized combined log file format unless the User objects to the processing of such data and notifies ISAC accordingly by sending a fax or letter to ISAC. The information is used in anonymous form to analyse overall trends to help ISAC improve its service, e.g., ISAC may analyse on which days and at which time the ISAC Websites are particularly frequented. The linkage between the User's IP address and his/her personally identifiable information is never shared with any third party without the User's permission except when required by law. ISAC reserves the right to review the log files from the last known IP address of the User where ISAC has reasonable cause to believe that the User is using ISAC Services in breach of contractual agreements or the applicable legislation. In doing this, ISAC

Like the information the User enters at registration or in his/her profile, cookie and log file data is used to customize the User's experience on the ISAC Websites.

5. Information Collection from other Sources

ISAC reserves the right to use information about the User that is collected from other sources, including but not limited to newspapers and Internet sources such as blogs, instant messaging services, and other Users at ISAC, to supplement the User's profile in order to provide the User with more useful information and a more personalized experience. Where such information is used, ISAC generally allows the User to specify the use in the privacy settings.

3. Sharing Information with Third Parties

1. Sharing Personal Data with other Users of ISAC or third parties

Profile information the User submits to ISAC will be available to other Users of ISAC depending on the User's chosen individual privacy settings.

Posting User Content on or through the ISAC Service or the ISAC Websites, or transmitting to or sharing with other Users on the ISAC Websites is at the User's own risk. Although ISAC allows the User to set privacy options that limit access to his/her personal information, the User should be aware that no security measures are perfect or impenetrable and the User's Personal Data, his/ her User Content and other information may become publicly available. ISAC cannot control the actions of other Users with whom the User may choose to share data and information. Therefore, ISAC cannot and does not guarantee that Personal Data, User Content, and other information of any privacy settings or security measures contained on the ISAC Websites. The User understands and acknowledges that, even after removal, copies of Personal Data, User Content, and other information may remain viewable in cached and archived pages or if other Users have copied or stored this data and information.

Any information and User Content (except personal messages to other Users) the User has submitted to ISAC or to others via the Platform may be accessed by third parties (i.e. nonregistered users) when they visit ISAC Websites. Such information and content may also be found and made accessible by search engines (e.g. Google, MSN, Yahoo etc.).

2. Information about the User's Activity on Profiles of other Users

If the User visits a profile of another User of ISAC, this User may see that the User has visited his/her profile.

3. Newsletters, Emails, and Notifications to Users

ISAC regularly sends out newsletters, service-related announcements, or other notification messages and emails (altogether "Member Communication") to all Users of ISAC. Through this Member Communication ISAC informs the User, among other things, about new features, changes in his/her network or local community, invitation requests, and new messages. ISAC may also provide the User with specific personal statistics.

As part of the Member Communication, ISAC may present new Users of ISAC to the User. It may also be the case that ISAC presents the User as a possible contact to other Users of ISAC. Finally, ISAC may inform the User about random Users of ISAC who have visited the User's profile. Of course, this may also apply to the User vice versa, i.e., the User may be one of those random Users with regard to another User of ISAC whose profile the User has visited.

Generally, the User may opt out of such Member Communication through his/her individual personal settings, though ISAC reserves the right to send the User notices about his/her account even if the User opts out of all voluntary forms of the Member Communication.

4. Information Sharing with Third Parties

ISAC does not forward the User's Personal Data, his/her User Content, or other information to third-party marketers without the User's permission. ISAC shares Personal Data, his/her User Content, and other information with third parties only in limited circumstances where ISAC

believes such sharing is legally permitted and either 1) reasonably necessary to offer the ISAC Services or, 2) legally required or, 3) permitted by the User. For example:

ISAC may forward Personal Data, User Content and other information to service providers (including service providers located outside the European Union) to help ISAC offer the ISAC Services. Specifically, ISAC may use third parties to facilitate ISAC's events and organizations, such as to host the service at a co-location facility for servers, to send out email updates about ISAC, to remove repetitive information from User lists, to process payments for products or services, or to provide search results or links. In connection with these offerings and business operations, the ISAC's service providers may have access to the User's Personal Data, his/her User Content and other information for use for a limited time in connection with these business activities. Where ISAC utilizes third parties for the processing of any personal information, ISAC will implement reasonable contractual and technical protections limiting the use of that information to the ISAC-specified purposes.

ISAC may be required to disclose Personal Data, User Content or other information in compliance with applicable laws or pursuant to lawful requests, such as subpoenas or court orders. ISAC does not reveal information unless ISAC has the bonafide belief that an information request by law enforcement or private litigants meets applicable legal standards. Additionally, ISAC may share account or other information when ISAC believes it is necessary to comply with the law, to protect the interests or property of ISAC, to prevent fraud or other illegal activity perpetrated through the ISAC Service or using the ISAC name, or to prevent imminent bodily harm. This may include sharing information with other companies, lawyers, agents, or government agencies.

If the complete or partial ownership of the ISAC business, or individual business units owned by ISAC, were to change, the User's personal information may be transferred to the new owner or shareholder. In any such transfer, the User's Personal Data, his/her User Content, and other information would remain subject to the promises made in any pre-existing Privacy Policy.

ISAC may use the User's Personal Data, his/her User Content, or any other information in an anonymous way without identifying the User as an individual to third parties. This includes for instance providing aggregated data about the usage of the ISAC Service to third parties for such purposes as ISAC deems to be appropriate. ISAC may segment its Users by e.g., gender, age, geographic location, nationality, or employer.

4. Miscellaneous

1. Under Age

Children and minors (under the age of 16) are not eligible to use any ISAC Service and are therefore not allowed to submit any personal information to ISAC. Parents and legal guardians are responsible for the protection of their children's privacy.

2. Links

ISAC may contain links to other websites. ISAC is not responsible for the privacy practices of other websites. ISAC encourages the User to be aware when he/she leaves the ISAC Websites to read the privacy statements of each and every website that collects personally identifiable information. This Privacy Policy applies solely to information collected by ISAC.

3. Changing or Removing Information

Access and control over most personal information on ISAC is readily available through the profile editing tools on the ISAC Websites. The User may modify or delete any of his/her profile information except the mandatory information required during the registration process at any time by logging into his/her account. Information will be updated immediately. Users who wish to deactivate their account with ISAC should send a letter to ISAC. In this case ISAC will remove the User's name and other personally identifiable information from publicly viewable data. ISAC may retain certain data contributed by the User if it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally-

identifiable data, account recovery, or if required by law. All retained data will continue to be subject to the terms of the Privacy Policy that the User has previously agreed to.

Where the User makes use of the communication features of the service to share information with other Users of ISAC, however, (e.g., sending a personal message to another User of ISAC) the User generally cannot remove such communications.

4. Terms of Use, Notices, and Revisions

The use of ISAC Services, and any disputes arising from it, are subject to this Privacy Policy as well as ISAC's Terms and Conditions for the use of the services under the top level domain www.isac-eu.org, the ISAC family websites and all of its provisions including limitation on damages and choice of law. ISAC reserves the right to amend this Privacy Policy at any time insofar as these amendments are not unreasonable for the User.

Part B: User's Consent

The User acknowledges the principles set forth in this privacy policy (Part A) and also consents to the processing of his/her personal data as described below. The User shall be entitled to revoke his/her consent at any time and with effect for the future. For such revocation please contact ISAC by using the <u>contact form</u> available on each ISAC Website under Contact. The User declares the following:

1. Single-Sign-On-Process

I agree that ISAC shall be entitled to pass on personal data (first name, last name and emailaddress) to third party providers for the purpose described hereinafter:

Third parties may offer certain services on or via the ISAC Websites which is necessary for the third party service

2. Usage of personal data for marketing purposes of partners of ISAC

I agree that ISAC shall be entitled to process and use my personal data for advertising or marketing purposes of partners of ISAC via the ISAC Websites. Particularly, my personal data may be used in order to tailor the advertisement presented to me to my specific interests.

3. Cookies and Log Files

I agree that ISAC shall be entitled to use Cookies and Log Files as described in section 2.4 of Part A of this Privacy Policy.

4. Breach of obligations

I agree that ISAC shall be entitled to review my personal data, communication and networking, in the event ISAC has good reason to believe that I have breached my obligations under Section 5 of the TC, however, only to the extent as required to verify such breach.