



## **Monero Space Privacy Policy**

Last Amended 2020-10-29

### **Introduction**

As an essential part of the Monero and cryptocurrency communities, privacy is very important to us. We want to make sure we do right by you and these communities. If you have any question about this Privacy Policy or any other terms or policies, please contact us at [legal@monero.space](mailto:legal@monero.space). By accepting this Privacy Policy, you represent that you understand this Policy and have the capacity to accept this Policy.

### **Infrastructure**

You may use services that are hosted one way or another by another service or company. You must accept their Privacy Policy and other policies and terms to use these services. For example, our domain is registered with a domain registrar, and our site is hosted by another company. You must accept the privacy policies of these companies where applicable.

Monero Space (“MS”) platforms are hosted on various servers, such as Linode, AWS, Vultr, and Scaleway. In cases where Monero Space does not provide its own servers to host this content, you must abide by their policies where applicable. Monero Space can not take responsibility for the terms of these other infrastructure components.

In cases where you are using an embedded Monero Space service, for example Chatwoot through Twitter or Facebook messaging, you must accept the terms of the social media platform or other platform that you are using. Monero Space does not own or maintain these platforms, and thus it can not take responsibility for the privacy policies and other terms of these platforms. We strongly advise that users understand these policies, and we advise that users limit their sharing of information with any service where possible.

Monero Space may use GitHub, Google, and Microsoft to provide various services. These companies should prompt you to accept their Privacy Policy and their other terms when appropriate, but Monero Space cannot accept responsibility for these platforms. These company’s privacy policies are linked below. Monero Space may use other companies for a variety of reasons, and you must accept their terms even if Monero Space does not list them here.

GitHub Privacy Statement: <https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-privacy-statement>

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

Microsoft’s Privacy Statement: <https://privacy.microsoft.com/en-us/privacystatement>



### **Contact Forms and Methods**

If you contact us via any Contact Form or any method, we retain whatever information you have given us, which could include your name, email, phone number, address, and your message. If you send us an email, we will retain a record of that correspondence. If you post in a forum or another public setting, or send us a direct message on any platform, we will retain a record of that message.

### **Embedded Content from Other Websites**

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website. Viewing this content is subject to these websites' privacy policies.

### **Purchasing Customers**

If you purchase an item from our site, we may need additional information if we need to send purchased items to you. This includes, but is not limited to, your name, full address, and phone number (if applicable).

If you are paying with credit card, we minimize sensitive data on site by using third-party processing services. If you pay with a cryptocurrency, keep in mind that your coins from a transparent blockchain can be traced, if not by us, then by any third-party viewer who is aware of your transaction. We highly recommend using Monero for your purchases, in which case only the transaction ID and receiving subaddress are retained, as no other identifying information is shown in Monero by default.

Payment methods vary by item and collected information varies by item, product, and payment processor. For example, when using a credit card payment processor service to make a payment for a service, we do not retain your credit card information, but your information is collected by the payment processor. Your cryptocurrency transactions may be assessed by a payment processor in accordance with the processor's privacy policy.

Some information may be shared with us by the payment processor or fulfillment party for us to provide services to you.

### **Regulatory and Compliance Obligations**

Monero Space may share your personal information to meet its legal requirements to law enforcement and its compliance requirements to banks, exchanges, payment processors, and other similar services.



Monero Space may run your cryptocurrency payments through a blockchain analysis/surveillance service to protect itself from receiving tainted coins as a compliance measure. Monero Space does not need to inform you if information has been shared, and in some cases, Monero Space is legally prohibited from informing you if it has divulged information, for example in the case of filing a Suspicious Activity Report (SAR) with FinCEN. You understand that Monero Space will take all necessary steps to remain compliant with law enforcement and to maintain a good relationship with other entities that have compliance requirements, such as banks, Money Services Businesses (MSBs), and others.

Monero Space may be obligated to share information about you if you break our Terms and post illegal content, such as copyrighted content. You are entirely responsible for the actions you take on our platform. Monero Space is never responsible for the content you post, including illegal content.

### **Data Retention**

Information you send us should be considered to be kept indefinitely unless otherwise stated in this policy.

### **Rights Over Your Data**

If you have an account on any community space, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

### **Where We Share Your Purchase Data**

Information related to purchases is only shared by us as required by law or in fulfillment of our contracts. For example, information on the gross number of box office sales and proceeds is shared with services and companies. When information for contracts needs to be shared in aggregate, your personal information is not shared.

We collect records of the names and addresses of those who purchase goods or services from Monero Space, and for those who donate to Monero Space. These records are kept for compliance purposes and are not shared with other entities. These records are viewable by Monero Space officers, directors, volunteers, and system administrators.

### **Where We Share Your Support Data**

If you receive any form of support services from Monero Space by any means, Monero Space may use any information you provide, or any information collected about you, to make recommendations for wallet and other software improvements. Monero Space may share overall findings with the relevant



teams without divulging your specific identifying information. For example, we may share with a popular Monero wallet that many users are having issues with a wallet feature. We may also share that a user is experiencing a wallet bug.

It is important to note that many of the volunteers providing support services are representatives from these popular wallets, or from another entity. While the information is accessible only by Monero Space representatives and volunteers, these volunteers may be representatives of organizations other than Monero Space. Monero Space provides quality support in part by connecting users directly with dedicated support from these other teams. Monero Space may manually or automatically assign or make viewable your support requests and information to members of other entities.

Ultimately, Monero Space cannot prevent the sharing of your submitted or collected support information by volunteers, and it takes no responsibility for these users doing so. **In all cases, you must only submit information on any Monero Space support platform that you would be okay having public.**

### **Where We Share Your Forum Data**

**Only post information on the Monero Space forums that you are comfortable making public.** This includes your profile information. We encourage users to communicate using another platform, such as Signal, Threema, or Matrix, if their messaging is not meant to be public. Even if you delete your forum data and request that we delete records of you, services like Google or the Internet Archive may have archived this information. Monero Space has absolutely no control over this and cannot delete this data.

The Monero Space forum may include integrations meant to improve your forum experience. By using them, you accept these services' terms.

### **We Do Not Share Your Private NextCloud Data**

NextCloud files uploaded by you and not shared with anyone else is your information only. Monero Space organizers, system administrators, and volunteers may know how much data you are storing, but the information you upload is encrypted and only viewable by you. Monero Space does not provide NextCloud with the intent for it to be suitable for any data protection purpose, and it is not liable in any way if this data is not protected. If you share information on NextCloud with other members, either intentionally or accidentally because of an error on your end or ours, you should no longer consider that information private. Whoever you share that information with could have kept an archive even if you remove access to that document or information. System administrators may be able to see a record of your old emails, user profile information, and other information shared with NextCloud administrators.

NextCloud offers the ability to share files and folders with anyone who knows a particular link. Monero Space has absolutely no control of access to this link. You should understand that anyone you share this



link with can send it to someone else without your permission. We recommend limiting sharing only to other NextCloud users that you intend to have access.

The Monero Space NextCloud may include integrations meant to improve your NextCloud experience. By using them, you accept these services' terms.

### **Compromised Accounts**

If your account on any service is compromised such that attackers gain access to information related to Monero Space services, these attackers may have access to all this information. Monero Space is not responsible for the security of your account, and in most cases, we cannot do anything to protect your data after it has been compromised. We thus recommend using a strong password and enabling 2FA using an application such as Google Authenticator or Authy wherever possible.

### **Collection of Your IP Address**

You should assume that all services collect your IP address at all times. Please do not use Monero Space services and platforms if you are worried about Monero Space and the providers that host Monero Space infrastructure collecting your IP address.

### **GDPR and CCPA**

Where possible, you agree not to submit any personally identifiable information about your identity, or any other data that is protected by GDPR, CCPA, or any other act or regulation which is applicable to you or MS. If you accidentally submit this type of information, contact Monero Space immediately.

In cases where Monero Space needs information protected under GDPR, CCPA, or any other act of regulation which is applicable to you or MS (for example, in the case of shipping a good), Monero Space will protect the rights that you are legally entitled to and will take actions as required by law.

Monero Space may have limited options for removing information that you share in a public setting, for example on a public forum or through a support service. Monero Space may delete your account and other information from its own records, but other users and entities may have made an archive of this information. Monero Space has no ownership or control over these archives, and it can only delete the information that it has under its control. Monero Space advises users to never post protected content in a public forum, through support services, or in any other setting, since the information is accessible by others and may be archived by them without Monero Space's knowledge. You understand this and do not hold Monero Space liable for the actions of others, including the actions of other Monero Space volunteers and Monero Space platform and service users.

### **Contact Monero Space**



You may contact Monero Space LLC by emailing [legal@monero.space](mailto:legal@monero.space), or by sending a letter to:

Monero Space LLC  
30 N Gould St Ste R  
Sheridan, WY 82801 USA

You acknowledge that unless required by law, Monero Space will have no obligation to reply to messages in any time period or at all. You should contact Monero Space if you have a comment or complaint about the Services you received. Unless required by law, you should not rely on or expect a response, even if MS makes an effort to reply to messages.

### **Amendments**

MS may amend or modify these Terms, in our absolute and sole discretion, by posting on the MS website or emailing to you the revised Terms, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services or any other relevant services and close your account (if an account is applicable). You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services. You agree to be ultimately responsible for keeping up to date with the latest version of the Terms. Your continued use of Services is deemed your acceptance of the modified Terms. MS is in no way liable for and will in no way provide compensation for instances of negligence or ignorance by you of the Terms.

### **Governing Law and Disputes**

These terms are governed by the laws of Illinois. You agree to a venue in Illinois.

If you have a dispute with MS, we will attempt to resolve any such disputes through our support team. **If we cannot resolve the dispute through our support team, you and MS agree that any dispute arising under this Agreement shall be finally settled in binding arbitration in Chicago, Illinois administered by JAMS, on an individual basis, and you and MS hereby expressly waive trial by jury and right to participate in any action involving collective, consolidated, or representative proceedings, including a class action lawsuit or class-wide arbitration.** IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE THEN EACH PARTY, (i) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES, AND (ii) SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN COOK COUNTY, ILLINOIS AND EACH PARTY AGREES NOT TO INSTITUTE ANY SUCH ACTION OR



PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION. Notwithstanding the above, you and MS each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

### **Indemnification**

You agree to indemnify and hold harmless MS and its service providers, and each of its or their respective officers, directors, agents, joint venturers, employees, volunteers, and representatives, from any loss, damage, cost, action, claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Privacy Policy; your use of, or conduct in connection with, the Services; or your violation of any law, rule or regulation, or the rights of any third party.

### **Entire Agreement**

These Terms herein comprise the entire understanding and agreement between you and MS as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms), and every nature between and among you and MS.

### **Severability**

If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

### **Survival**

All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, those sections pertaining to suspension or termination, instances where MS bans, blocks, or suspends your account, general use of the MS Services, disputes with MS, and general provisions, shall survive the termination or expiration of these Terms.

### **Change of Control**

Should MS be acquired by or merged with a third-party entity, MS reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

### **No Waiver**



This Agreement shall not be construed to waive rights that cannot be waived under applicable local, provincial, state and federal laws where you are located.