

NB Global Terms and Conditions

Introduction

We know Terms & Conditions are boring but they exist to protect both parties and to ensure that all parties know exactly where they stand. So please take a few minutes to read these Terms & Conditions.

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information

You agree that by clicking “Join Now”, “Join NBGlobal Enterprises”, “Sign Up” or similar, registering, accessing or using our services (described below), you are agreeing to enter into a legally binding contract with NBGlobal Enterprises (even if you are using our Services on behalf of a company). If you do not agree to this contract (“Contract” or “User Agreement”), do not click “Join Now” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

Services

This Contract applies to NB Global Enterprises Ltd, NB Global Enterprises Ltd branded apps, NB Global Enterprises Ltd Learning and other NB Global Enterprises Ltd apps, communications and other services that state that they are offered under this Contract (“Services”), including the offsite collection of data for those Services, such as our ads and “Share with NB Global Enterprises Ltd” plugins. Registered users of our Services are “Members” and unregistered users are “Visitors”.

NB Global Enterprises

You are entering into this Contract with NB Global Enterprises (also referred to as “we” and “us”).

We use the term “Designated Countries” to refer to countries in the European Union (EU), European Economic Area (EEA), and Switzerland.

If you reside in the “Designated Countries”, you are entering into this Contract with NB Global Enterprises Company (“NB Global Enterprises”) will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

If you reside outside of the “Designated Countries”, you are entering into this Contract with NB Global Enterprises Ltd, (“NB Global Enterprises Ltd,.”) and NB Global Enterprises Ltd. will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

This Contract applies to members and Visitors

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this **Privacy Policy** (which includes our **Cookie Policy** and other documents referenced in this Privacy Policy) and updates.

1. 1.2 Members and Visitors

When you register and join the NB Global Enterprises Ltd Services, you become a Member. If you have chosen not to register for our Services, you may access certain features as a "Visitor."

1.3 Change

We may make changes to the Contract.

We may modify this Contract, our Privacy Policy and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may **close your account**. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2. 2. Obligations

2.1 Service Eligibility

Here are some promises that you make to us in this Contract:

You're eligible to enter into this Contract and you are at least our "Minimum Age."

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "**Minimum Age**"(described below) or older; (2) you will only have one NB Global Enterprises Ltd account, which must be in your real name; and (3) you are not already restricted by NB Global Enterprises Ltd from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older in order for NB Global Enterprises Ltd to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2.2 Your Account

You will keep your password a secret

You will not share an account with anyone else and will follow our rules and the law.

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account (e.g., connections) and (3) follow the

law and our list of Dos and Don'ts and **Professional Community Policies**. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use (e.g. Recruiter seat bought by your employer), the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account

2.3 Notices and Messages

You're okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your **contact information** up to date.

Please review your settings to **control and limit** messages you receive from us.

2.5 Sharing

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, articles, group posts, links to news articles, job postings, messages and InMails. Information and content that you share or post may be seen by other Members, Visitors or others (including off of the Services). Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees, sharing content only to NB Global Enterprises Ltd connections, restricting your profile visibility from search engines, or opting not to notify others of your NB Global Enterprises profile update). For job searching activities, we default to not notifying your connections network or the public. So, if you apply for a job through our Service or opt to signal that you are interested in a job, our default is to share it only with the job poster.

We are not obligated to publish any information or content on our Service and can remove it with or without notice.

Key terms

3. 3. Rights and Limits

3.1. Your License to NB Global Enterprises Ltd,

You own all of the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honour the choices you make about who gets to see your information and content, including how it can be used for ads.

As between you and NB Global Enterprises Ltd, you own the content and information that you submit or post to the Services, and you are only granting NB Global Enterprises Ltd, and our **affiliates** the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your **social actions** may be visible and included with ads, as noted in the Privacy Policy. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.
- We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public, everyone or similar", we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services. **Learn More**
- While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
- Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a **Creative Commons license**.

You and NB Global Enterprises Ltd agree that if content includes personal data, it is subject to our Privacy Policy.

You and NB Global Enterprises Ltd agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the **Privacy Policy** and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to NB Global Enterprises Ltd, you agree that NB Global Enterprises Ltd can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your NB Global Enterprises Ltd profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information

will be truthful. NB Global Enterprises Ltd may be required by law to remove certain information or content in certain countries.

3.2 Service Availability

We may change or end any Service or modify our prices prospectively.

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

We don't promise to store or keep showing any information and content that you've posted. NB Global Enterprises Ltd is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

3.3 Other Content, Sites and Apps

Your use of others' content and information posted on our Services, is at your own risk. Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. NB Global Enterprises Ltd, generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news. Members have **choices** about this **feature**.

NB Global Enterprises Ltd, may help connect Members offering their services (career coaching, accounting, etc.) with Members seeking services. NB Global Enterprises Ltd, does not perform nor employs individuals to perform these services. You must be at least 18 years of age to offer, perform or procure these services. You acknowledge that NB Global Enterprises Ltd, does not supervise, direct, control or monitor Members in the performance of these services and agree that (1) NB Global Enterprises Ltd NB Global Enterprises Ltd, is not responsible for the offering, performance or procurement of these services, (2) NB Global Enterprises Ltd, does not endorse any particular Member's offered services, and (3) nothing shall create an employment, agency, or joint venture relationship between NB Global Enterprises Ltd, and any Member offering services. If you are a Member offering services, you represent and warrant that you have all the required licenses and will provide services consistent with our **Professional Community Policies**.

Similarly, NB Global Enterprises Ltd, may help you register for and/or attend events organized by Members and connect with other Members who are attendees at such events. You agree that (1) NB Global Enterprises Ltd is not responsible for the conduct of any of the Members or other attendees at such events, (2) NB Global Enterprises Ltd does not endorse

any particular event listed on our Services, (3) NB Global Enterprises Ltd does not review and/or vet any of these events, and (4) that you will adhere to these terms and conditions that apply to such events.

3.4 Limits

We have the right to limit how you connect and interact on our Services.

NB Global Enterprises Ltd reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. NB Global Enterprises Ltd reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services (e.g., violating any of the Dos and Don'ts or **Professional Community Policies**).

3.5 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

NB Global Enterprises Ltd reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. NB Global Enterprises Ltd, and "in" logos and other NB Global Enterprises Ltd trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of NB Global Enterprises Ltd.

3.6 Automated Processing

We use data and information about you to make relevant suggestions to you and others.

We use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you to recommend jobs to you and you to recruiters. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

Key Terms

4. 4. Disclaimer and Limit of Liability

4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

NB GLOBAL ENTERPRISES LTD AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NB GLOBAL ENTERPRISES LTD AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS NB GLOBAL ENTERPRISES LTD HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), NB GLOBAL ENTERPRISES LTD INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

NB GLOBAL ENTERPRISES LTD AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO NB GLOBAL ENTERPRISES LTD FOR THE SERVICES DURING THE TERM OF THIS CONTRACT, IF ANY, OR (B) US \$1000.

4.3 Basis of the Bargain; Exclusions

The limitations of liability in this Section 4 are part of the basis of the bargain between you and NB Global Enterprises Ltd and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if NB Global Enterprises Ltd or its affiliates has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Contract and to the extent that they are typical in the context of this Contract.

5. 5. Termination

We can each end this Contract, but some rights and obligations survive.

Both you and NB Global Enterprises Ltd may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Services;
- Sections 4, 6, 7, and 8.2 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

You can visit our **Help Center** to close your account.

6. 6. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, you and NB Global Enterprises Ltd agree to resolve it in California courts using California law, or Dublin, Ireland courts using Irish law.

This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence. If you live in the Designated Countries: You and NB Global Enterprises Ltd agree that the laws of the United Kingdom, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and NB Global Enterprises Ltd agree that claims and disputes can be litigated only in England, United kingdom, and we each agree to personal jurisdiction of the courts located in England, United Kingdom.

For others outside of Designated Countries, including those who live outside of the United States: You and NB Global Enterprises Ltd agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and NB Global Enterprises Ltd both agree that all claims and disputes can be litigated only in the federal or state courts in Santa Clara County, California, USA, and you and NB Global Enterprises Ltd each agree to personal jurisdiction in those courts

7. 7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that NB Global Enterprises Ltd has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that NB Global Enterprises Ltd may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. 8. NB Global Enterprises Ltd “Dos and Don’ts”

NB Global Enterprises Ltd is a community of professionals. This list of “Dos and Don’ts” along with our Professional Community Policies limit what you can and cannot do on our Services.

8.1. Dos

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile; and
- Use the Services in a professional manner.

8.2. Don’ts

You agree that you will *not*:

- Create a false identity on NB Global Enterprises Ltd, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another’s account;
- Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of NB Global Enterprises Ltd;
- Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
- Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- Violate the intellectual property or other rights of NB Global Enterprises Ltd, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “NB Global Enterprises Ltd” or our logos in any business name, email, or URL except as provided in the **Brand Guidelines**;
- Post anything that contains software viruses, worms, or any other harmful code;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- Imply or state that you are affiliated with or endorsed by NB Global Enterprises Ltd without our express consent (e.g., representing yourself as an accredited NB Global Enterprises Ltd trainer);

- Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without NB Global Enterprises Ltd's consent;
- Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without NB Global Enterprises Ltd's consent;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- Violate the **Professional Community Policies** or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service, and the **Bing Maps terms** where applicable.

9. 9. Complaints Regarding Content

Contact information for complaint about content provided by our Members.

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a **policy and process** for complaints concerning content posted by our Members.

10. 10. How To Contact Us

Our Contact information. Our Help Center also provides information about our Services.

For general inquiries, you may contact us **online**. For legal notices or service of process, you may write us at these **addresses**.

Privacy Policy of NB Global

This Application collects some Personal Data from its Users.

This document can be printed for reference by using the print command in the settings of any browser.

POLICY SUMMARY

Personal Data collected for the following purposes and using the following services:

-
- **Beta Testing**

- **Google Play Beta Testing**

Personal Data: various types of Data as specified in the privacy policy of the service

- **Content commenting**

- **Comment system managed directly**

Personal Data: email address; first name; last name; username

- **Data transfer outside the EU**

- **Data transfer abroad based on consent**

Personal Data: various types of Data

- **Device permissions for Personal Data access**

- **Device permissions for Personal Data access**

Personal Data: Approximate location permission (continuous); Approximate location permission (non-continuous); Calendar permission; Call permission; Camera permission; Contacts permission;

Microphone permission; Photo Library permission; Storage permission

FULL POLICY

Owner and Data Controller

Types of Data collected

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: Calendar permission; Contacts permission; Camera permission; Approximate location permission (continuous); Approximate location permission (non-continuous); Microphone permission; Storage permission; Photo Library permission; Call permission; first name; last name; email address; username; various types of Data.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Application.

Unless specified otherwise, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by this Application or by the owners of third-party services used by this Application serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

Mode and place of processing the Data

Methods of processing

The Owner takes appropriate security measures to prevent unauthorised access, disclosure, modification, or unauthorised destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organisational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Place

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organisation governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or enquire with the Owner using the information provided in the contact section.

Retention time

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfil such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right

to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Device permissions for Personal Data access, Content commenting, Beta Testing and Data transfer outside the EU.

For specific information about the Personal Data used for each purpose, the User may refer to the section “Detailed information on the processing of Personal Data”.

Device permissions for Personal Data access

Depending on the User's specific device, this Application may request certain permissions that allow it to access the User's device Data as described below.

By default, these permissions must be granted by the User before the respective information can be accessed. Once the permission has been given, it can be revoked by the User at any time. In order to revoke these permissions, Users may refer to the device settings or contact the Owner for support at the contact details provided in the present document.

The exact procedure for controlling app permissions may be dependent on the User's device and software.

Please note that the revoking of such permissions might impact the proper functioning of this Application. If User grants any of the permissions listed below, the respective Personal Data may be processed (i.e. accessed to, modified or removed) by this Application.

Approximate location permission (continuous)

Used for accessing the User's approximate device location. This Application may collect, use, and share User location Data in order to provide location-based services.

Approximate location permission (non-continuous)

Used for accessing the User's approximate device location. This Application may collect, use, and share User location Data in order to provide location-based services.

The geographic location of the User is determined in a manner that isn't continuous. This means that it is impossible for this Application to derive the approximate position of the User on a continuous basis.

Calendar permission

Used for accessing the calendar on the User's device, including the reading, adding and removing of entries.

Call permission

Used for accessing a host of typical features associated with telephony.

Camera permission

Used for accessing the camera or capturing images and video from the device.

Contacts permission

Used for accessing contacts and profiles on the User's device, including the changing of entries.

Microphone permission

Allows accessing and recording microphone audio from the User's device.

Photo Library permission

Allows access to the User's Photo Library.

Storage permission

Used for accessing shared external storage, including the reading and adding of any items.

Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

- **Beta Testing**
- **Content commenting**
- **Data transfer outside the EU**
- **Device permissions for Personal Data access**

The rights of Users

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.
- **Restrict the processing of their Data.** Users have the right, under certain circumstances, to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
- **Have their Personal Data deleted or otherwise removed.** Users have the right, under certain circumstances, to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the Data is processed by automated means and that the processing is based on the User's consent, on a contract which the User is part of or on pre-contractual obligations thereof.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification. To learn, whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible and always within one month.

Additional information about Data collection and processing

Legal action

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Application or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Application and any third-party services may collect files that record interaction with this Application (System logs) use other Personal Data (such as the IP Address) for this purpose.

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

How “Do Not Track” requests are handled

This Application does not support “Do Not Track” requests.

To determine whether any of the third-party services it uses honour the “Do Not Track” requests, please read their privacy policies.

Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Application and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User’s consent, the Owner shall collect new consent from the User, where required.