Terms written in human language

The following page contains terms written in human language. We refer to our General Site Terms and our Privacy Policy collectively as "the Terms" or "our Terms" from now on. The requirement of the write of the Terms was that they should be understandable by actual humans like yourself and not contain any legalese (i.e. text that is perfectly understandable by a lawyer but will sound like nonsensical legal mumbo-jumbo to you).

As you will hopefully notice, these Terms are both understandable to laymen like yourself and actually quite enjoyable to read. The previous versions of our Terms were shorter and more condensed but we decided to write them in a more verbose manner in order to make them easier to understand, to be able to include examples, and to be more precise. We hope you will appreciate our efforts

Personal Data Use and Privacy Policy

1. SUMMARY, SCOPE, PURPOSE

The following document works like what lawyers call an "agreement". In this case, it is the "Privacy Policy". Before we tell you what that actually means and thus delve into the details of it, we first need to establish a few definitions so it's easier for you, our dear reader, to fully understand.

The first question is who this document is relevant to, i.e. the parties of this agreement. That's fairly straight-forward to answer and the parties are:

our website visitors (i.e. a "Visitor" ). That could be you, unless you fall into the next category called "Members" who - unlike "Visitors" - have a membership of the The Interaction Design Foundation.

our members (i.e. a "Member" ) who have taken up a membership with the The Interaction Design Foundation. This could be a membership as an individual Member of the The Interaction Design Foundation, a company membership (for example, when a company signs up 10 or 1000 of its employees as members of the The Interaction Design Foundation), or a membership as an individual through a free trial membership offered by the The Interaction Design Foundation.

Okay, so that should be fairly straightforward: When we say "you" in the following text, we assume that you fall into the one of the two aforementioned categories, either a Member or a Visitor. Okay, now, let's get a bit more specific. Why do we then need this document/agreement?

Well, that's because we collect personal data about you (i.e. our Visitors and/or Members) during the normal course of our activities. We made this Privacy Policy to explain all relevant aspects of this collection and handling of your data in one place - easy for you to understand. We collect and handles data about you by means of the website located at https://playground.eca.ed.ac.uk/~s1803591/privacy/welcome.html (hereinafter referred to as the "Site") and/or other websites used and/or controlled by us from time to time. We process your personal data collected for specified, explicit and legitimate purposes, in accordance with applicable laws in Denmark, the EU (like the GDPR) and the US.

The personal data and any information you provide us with - or that we collect about you - will be used, among other purposes, to:

Create databases to store you data just be used for our background data statistics.

We of course never send you anything without your explicit consents and conscious opt-in and we make unsubscription from the given service/mailling/newsletter/etc as easy as possible (usually as a one-click action). No hassles or sneaky methods employed! By entering and using our Site, you hereby provide us with your consent for the collection, treatment and processing of your personal data according to this Privacy Policy.

Wait..what? Read that last sentence again! Here it is: "By entering and using our Site, you hereby provide us with your consent for the collection, treatment and processing of your personal data according to this Privacy Policy." . So, did you just consent to us doing whatever we wish with your data? Nope, certainly not! We know that the chances of you reading this full document are very low so we of course insert a lot of so-called "road blocks" where we ask you to consciously agree to these Terms before signing up for something. Any data and other contributions to our Site made or provided by you will be publicly distributed and projected on the room by our projector, and except in certain, very limited circumstances, will remain a permanent part of this site.

If you decide to contribute to our Site, you must keep this in mind. Your contributions will be subject to our Site's Terms and Conditions.

## 2. GENERAL DATA PROTECTION REGULATION (GDPR)

We comply with the General Data Protection Regulation (GDPR), which is a European Union (EU) regulation on data protection and privacy for all individuals within the EU. The GDPR aims primarily to give control to citizens and residents over their personal data and to simplify the regulatory environment for business by unifying the regulation within the EU. The regulation enters into effect on the 25th of May 2018 and we are fully compliant. We have made the decision to be compliant and thus collect and handle your data in accordance with the GDPR regardless of whether you are from the EU or not. So if you' re from outside the EU, you can consider it as an added bonus:-)

#### 3. WHAT INFORMATION IS BEING COLLECTED

The general operation of our services requires us to collect certain personal information that can be divided into two groups, as per the GDPR. These groups are "personal data" and "sensitive personal data". Our project will NEVER leak any personal and sensitive data to others, such as religious beliefs, genetic data, ethnic origin, biometric data, credit card data, etc.

#### 4 WHERE IS INFORMATION STORED?

So, where do we store your information? We store information in the following locations:

in our database

in cookies on your device

## 5. SECURITY MEASURES FOR KEEPING DATA SAFE

We have set up physical, technical and administrative security measures for the protection of your personal data. We undertake actions, measures and provisions in order to safeguard your data and your right to protect your personal data. As an example, we use or implement the following measures, among others:

We don't store the specific data at all but use the Bcrypt cryptographic algorithm to one-way encrypt datas so that we only store the so-called "hashes" of data. That allows us to count how many people consent our privacy policy and enter their data- but without storing the actual data on our servers

Security measures around the actual physical servers holding our website data include 32 diesel-powered emergency generators with 2,250 kW capacity for N+2 redundancy, 200,000 gallons of fuel on-site, redundant fire suppression and detection systems, armed security around-the-clock. We have 24/7/365 onsite management and surveillance

To ensure extreme uptimes and uninterrupted service, we have 24/7/365 continuous server health monitoring. Encrypted and incremental off-server backups for complete data security

SSL-encrypted traffic between your browser and our web platform. This encryption makes it impossible for an ISP, government, or hacker to make sense of the data being transmitted

Redundant fire suppression and detection systems

Rigorous permission system for our project staff. Even our own staff cannot access certain data unless given explicit permission

Server replication and redundant geographically dispersed data centers across two geo-politically stable continents in case of terror attacks, nuclear explosions, wars or force majeure

Versioned codebase and staging servers for rigorous testing before deployment of new features.

# 6. NO TRANSFER OF INFORMATION OR DATA

We will not share any email addresses of our Members and Visitors, nor will we disclose any identifying personal data, to any third party, without your clear and unambiguous consent. Data collected by us through logging visits to our Site (e.g. originating IP, referral data, browser and platform type, traffic flows, geographical area of request) is only used in an aggregated, anonymous form, which means we will not make any further effort to personally identify our Visitors (as opposed to Members). We only use such data for data statistics, server administration, fault finding, site improvement and other legitimate purposes.

Aggregate (and thus non-identifying) statistics generated from our Site may be reported as part of research results or may be published on our Site.

#### 7. DATA COLLECTION FOR WEBSITE VISITORS

For our website Visitors, we collect data similar to most websites e.g. through Google Analytics or other products for website analytics.

Any time you visit a page on the internet, you send information to a remote server. The servers that host our Site maintain access logs with the information that you send. This information is used to provide and generate statistics and analytics and to provide us with marketing and traffic data regarding our Site and other websites that link back to our Site.

The data we log and store may also be used by us to solve technical problems with our Site and, in cases of abuse, and to conduct any investigate therefrom.

We may also use web analytics services to understand the type of traffic received by our Site and other of our websites, in order to provide better services and to set benchmarks for our goals. For example, through Google Analytics, we record things like IP address, browsing time, length and date, sections visited, websites you accessed prior to our Site and type of browser.

We do not intend to use such data to identify actual website Visitors, as mentioned in the previous section. If you are concerned about attempts to match your IP address to your identity anywhere else on the Internet, you may wish to use an anonymous browsing service or attempt other means to obfuscate your real IP address. Browsing our Site does not reveal your identity publicly.

#### 8. RIGHT TO BE FORGOTTEN

We will, of course, fulfill any request to permanently delete your data. We will erase all data. Please contact our Data Protection Officer Yaru Li using the email address <a href="mailto:s1803591@ed.ac.uk">s1803591@ed.ac.uk</a> if you wish to make us of your right to be forgotten. Such requests may take up to 3 weeks to process since it is a manual, time-consuming and expensive process.

## 9. PERSONAL DATA RELEASE

We may only release collected personal data under the following circumstances:

as required by applicable law (e.g. in response to a valid request from a law enforcement agency)

to designated third parties, in order to resolve or investigate abuse complaints

when the information is related to spiders, bots, and other technical issues

when attempting to block abusive users or to complain to such Internet Service Provider

to defend ourselves or our affiliates from legal claims by third parties

when deemed necessary to protect the rights of our user community or our Site

when requested under the Right to Access and Right to Portability provision of the GDPR.

10. DATA OWNERS RIGHTS AND REVOCATION OF CONSENT

You can make a request to us in order exercise your rights to:

access your personal data

rectify your personal data when inaccurate or incomplete

delete your personal data

object with legitimate reason the process of your personal data.

revoke your consent for the process of your personal data at any moment, in order to stop the use of the same

The exercise of rights to access, rectify or delete personal data and/or object or revoke consent can be done by the following means:

 $Contact \ our \ Data \ Protection \ Officer, \ Yaru \ Li, \ with \ the \ email \ address \ \underline{s1803591@ed.ac.uk} \ and \ must \ include \ at \ least \ the \ following:$ 

he data owner's name, address, and email address to notify him of the response to his request

documents establishing the identity or, where appropriate, legal representation of the data owner. We need to know that we' re dealing with you, and not someone pretending to be you, so we need documents to verify your identity.

a clear and precise description of the personal data with regard to which the data owner seeks to exercise any of the abovementioned rights (when rectification is requested, modifications that should be made should be specified and provide documentation to back up its request)

The exercise of users of the abovementioned rights shall be subject to the laws and regulations applicable and in force in the United Kingdom.

## 11. AUTHOR IDENTIFICATION

Your activity on our Site may be identified by your IP address. These numbers could potentially be traceable to identifying information about you, whether it is your home ISP or the university or work account where the IP address is registered.

As mentioned above, if you are concerned about attempts to match your IP address to your identity, you may wish to use an anonymous browsing service or attempt some means to obfuscate your real IP address. If so, you may try to use anonymous proxies or Tor, an anonymous browsing service.

#### 12. DISCLAIMER

Our Site may include hyperlinks or hypertexts that, when used by you, may forward to other portals or Internet websites that may be property of third parties. When those website collect and handle data about you, you are (of course) not covered by this Privacy Policy and are (of course) not our responsibility or liability. We encourages you to verify the privacy notices displayed and applicable in those portals or Internet websites.

In addition, you may also find that we use social media functionalities and other services within our Site from third parties that may collect your personal data (hereinafter the "Third Parties' Sites" ). Any information related to your personal data provided through the Third Parties' Sites will be subject to the corresponding privacy notices contained in each one of them, unless we indicate otherwise. For example, if we embed a functionality or service made by Facebook and if you choose to use that functionality or service, it means that you then need to understand Facebook' s privacy terms.

Then there is the question of liability. We are not liable for the use, publication, or disclosures made from personal data collected, handled, used, published, disclosed and/or revealed through the the means outlined in this document.

In addition, the content provided on our Site, including content posted by you, is for general information, discussion and entertainment purposes only. We make no representations or guarantees about any aspect of any content on our Site and do not endorse any opinions expressed by anyone. All content on our Site is posted "as is" and your use or reliance on any content is at your own risk. We hereby disclaim all liability to you for the consequences of using or relying on any content in or within the sites. For example, this means that you cannot base a business decision on content you find on our Site and then blame us if that business decision turned out to be wrong. We do not warrant or guarantee that any information available using the site or other services is accurate or reliable or your use of the site will be uninterrupted, secure, or free from error. we, our vendors and affiliates give no express warranties or guarantees nor implied warranties of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement.

We recommend that you to be careful and responsible on the personal information you provide through such means.

## 13. CHANGES TO THE PRIVACY POLICY

We reserve the right to modify, at any moment, the terms of this Privacy Policy. Any change made to the Privacy Notice will be notified to you through our Site.

Once a new version of the Privacy Policy is published, it will automatically be in force.

## General Terms of Use

These Site Terms and Conditions (the "Terms") is a legally binding agreement made by and between our website and you, personally and, if applicable, on behalf of the entity for whom you are using this web site or any of its services (collectively, "you"). These Terms govern your use of our web site located at https://playground.eca.ed.ac.uk/~s1803591/privacy/welcome.html (hereinafter the "Site" ) and the University of Edinburgh' s services so please read the following carefully.

By accessing or using any part of the Site, you agree that you have read, understand, and agree to be bound by this Terms. If you do not agree to be so bound, do not access or use the Site.

These Terms address your legal rights and obligations and include important disclaimers and choice of law and forum provisions.

## 1. CHOICE OF LAW AND FORUM PROVISIONS (GOVERNING LAW)

The Site is run by "privacy" project, a project group majored in Design and Digital Media located at UK. You agree that these Terms and your use of the Site and the materials and content produced by our are governed by the laws of United Kingdom. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in UK in all disputes:

Arising out of, relating to, or concerning the Website, and/or these Terms.

Where the Website, and/or these Terms is an issue or a material fact.

Where the Website, and/or these Terms are referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization.

Our group has endeavored to comply with all legal requirements known to it in creating and maintaining the Site, but makes no representation that materials and/or content on the Site or produced by our group are appropriate or available for use in any particular jurisdiction. You are responsible for compliance with

applicable laws. Any use in contravention of this provision or any provision of these Terms is at your own risk and, if any part of these Terms is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall govern such use.

#### 2. LIABILITY

Your use of and browsing of the Site is at your own risk. Our does not warrant that the software used for the Site, and the information, material, and content on it, or any other services and materials provided by means of the Site are error-free, or that their use will be uninterrupted. Our expressly disclaims all warranties related to the above-mentioned subject matter, including, without limitation, those of accuracy, condition, merchantability and fitness for particular purpose. Notwithstanding anything to the contrary on the Site, in no event shall our be liable for any loss of profits, revenues, indirect, special, incidental, consequential, or other similar damages arising out of or in connection with the Site or out of the use of any of the services proposed by means of the Site.

Our make no representations or guarantees about any aspect of the content on the Site and does not endorse any opinions expressed by any users. ALL CONTENT IS POSTED AND YOUR USE OR RELIANCE ON ANY CONTENT IS AT YOUR OWN RISK. WE HAVE NO LIABILITY TO YOU FOR THE CONSEQUENCES OF USING OR RELYING ON ANY CONTENT. ADVICE OR OPINION DISPLAYED IN THE SITE.

#### 3. UPDATES

Internet technology, publishing technology, and the applicable laws, rules, and regulations change frequently. Accordingly, this website reserves the unilateral right to update, modify, change and alter the Site, the Terms as well as its Data Use and Privacy Policy, at any time. All such updates, modifications, changes and alterations are binding on all users and browsers of the Site, readers of electronic and non-electronic versions of the publications produced by our. Such updates will be posted on the Site. Your continued use of the Site, either by registration or simple use, constitutes sufficient assent to any new or modified provision of this Terms that may be posted on the Site.

#### 4. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

Every effort has been made by the Site's individual contributing authors as well as our to discover and contact copyright holders of artwork/illustrations/content used on the Site. To the extent that a copyright holder could not be found or an inadvertent permissions or copyright error was made, our stands ready to remove content upon notice and request by a copyright holder. In the case that you believe that any content or other material provided through the Site allegedly infringes your copyright, you should notify our of your infringement claim.

The notification must be in writing and must contain at least the following information:

An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest.

A description of the copyrighted work that you allegedly claim has been infringed.

A description of where the material that you claim is infringing is located on the Site that is reasonably sufficient to enable us to identify and locate the material.

Means for us to contact you, such as your address, telephone number, and email address

A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

If you represent a publisher, a written statement by you that you have a good faith belief that the material has not been placed in the public domain, or licenced under another licence, before you acquired the copyright as this would possibly invalidate your copyright.

A statement by you indicating that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

## 5. TRADEMARKS AND OTHER RIGHTS

All trademarks, logos, service marks, collective marks, design rights, personality rights or similar rights that are mentioned, used or cited by our and its authors are the property of their respective owners. The use of any trademark in our materials does not vest in the author or our any trademark ownership rights in such trademarks, nor does the use of such trademarks imply any affiliation with or endorsement of our and its authors by such owners. As such, we cannot grant any rights to use any otherwise protected materials. Your use of any such or similar incorporeal property is at your own risk. Content which in our reasonable opinion are believed to constitute trademarks may or may not have been labeled as such. However, neither the presence nor absence of such labels should be regarded as affecting the legal status of any trademarks.

## 6. SCREENSHOTS

Screenshots of copyrighted computer software, for which the copyright is held by the author(s) or the company that created the software, is believed to fall under the legal doctrine known as "Fair Use" in the USA (and similar laws in other jurisdictions). It is believed that reproduction for purposes such as criticism, comment, news reporting, teaching, or research does not constitute copyright infringement. If you reuse screenshots, as well as any other information provided by us, you

do so at your own risk and under the applicable copyright laws of your country.

#### 7. COPYRIGHT OF ABSTRACTS

Abstracts in the Wiki Bibliography (/literature/) are submitted by their authors who use the wiki to make their research as accessible as possible to our user community. When a webpage on the Site references, cites or lists a work from the bibliography, its abstract is included. Abstracts entail varying copyrights, depending on which publisher the work is published through. You should assume that abstracts in the Site fall under the copyright - with all rights reserved - of its publisher and/or author and therefore must always use/cite abstracts according to the Fair Use doctrine. You may visit the publisher's website to learn about the specific copyright terms (e.g. ACM, IEEE, or Springer) or contact the author directly. You must cite/use abstracts according to the principles of Fair Use as it may otherwise be construed as a copyright infringement and subject to legal action.

8. USER SUBMISSIONS / USER CONTENT

You hereby understand and acknowledge that additions to the Wiki Bibliography (including article abstracts), additions the Conference Calendar (including conference descriptions), user-contributed notes on each page (including text, photographs, graphics), or other materials posted by users on the Site (hereinafter referred to as the "Content") are the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post or otherwise make available to other users of the Site

When submitting content to the Site, you agree to not:

Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

Upload, post or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

Upload, post or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (the "Rights") of any party.

Upload, post or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

Immediately notify us if you learn of a security breach or other illegal activity on the Site.

Not post content that contains explicit or graphic descriptions or accounts of sexual acts or is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or tortuous.

Not engage in an activity that is harmful to us users, customers, advertisers, affiliates, vendors, or anyone else.

Not use any device, software, platform or any other process to damage, disable, impair, or otherwise attack our Site or the networks connected to our Site.

You acknowledge that we shall have the right to immediately remove any Content that violates these Terms or is otherwise objectionable, at our discretion.

You are responsible for obtaining, at your own expense, all equipment and services needed to access the Site. If you are accessing the Site through a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. We do not guarantee that the Site can be accessed through all wireless devices or service plans or are available in all pergraphical locations.

## 9. THIRD PARTY WEBSITES

If we provide links or pointers to other websites, no inference or assumption should be made that our operates, controls, or is otherwise connected with these websites. When you click on a link within the Site, we will not warn you that you have left a Site and are subject to the terms and conditions (including privacy policies) of the destination website. In some cases it may be less obvious than others that you have left a Site and reached another website. Please be careful to read the terms of use and privacy policy of any website before you provide any confidential information or engage in any transactions. You should not rely on these Terms for another website.

we are not responsible for the content or practices of any other website. By using the Site, you acknowledge and agree that we are not responsible or liable to you for any content or other materials hosted and served from any third party website.

## 10. USAGE CONDITIONS

Please make sure that you understand that some or all of the information provided by us is being provided freely, and that no kind of agreement or contract is created between you and the owners, partners, users, or authors of this site, the owners of the servers upon which it is housed, the individual contributors of us, any project administrators, sysops or anyone else who is in any way connected with this project. If you choose to use or copy anything from this site it does not create or imply any contractual or extra-contractual liability on the part of us or any of its members, partners, sponsors, affiliates, contributors or other users. Your use of any such or similar incorporeal property is at your own risk.

If a court of law finds that any provision of these Terms is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

## 11. TERMINATION

We will have the right to terminate your access to the Site if it reasonably believes you have breached any of the terms and conditions of these Terms. Following termination, you will not be permitted to use the Site. If your access to the Site is terminated, we reserve the right to exercise whatever means it deems necessary to prevent unauthorized access to the Site, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. These Terms will survive indefinitely unless and until we choose to terminate them, regardless

of whether any account you open is terminated by you or us or if you have the right to access or use the Site.

12. FORCE MAJEURE, WEBSITE DOWNTIME, AND SERVICE OUTAGES

We will not be liable for failing to perform under these Terms because of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to our website to perform, fire, terrorism, natural disaster, or war.

13. LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Site, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

14. OWNERSHIP

The Site and its services are operated by "privacy" project group and The University of Edinburgh.

15. ADDITIONAL TERMS

These Terms contain the entire understanding between you and us regarding the use of the Site and the services of The University of Edinburgh and supersedes all prior and contemporaneous agreements and understandings between you and our relating thereto. These Terms will be binding upon each party hereto and its successors and permitted assigns. These Terms and all of your rights and obligations under them may not be assignable or transferable by you without the prior written consent of our website. No failure or delay by a party in exercising any right, power, or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under these Terms. You and we are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by these Terms. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect.