Data Policy

Last updated: December 08, 2017

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the Lingotts Principles, and is our terms of service that governs our relationship with users and others who interact with Lingotts, as well as Lingotts brands, products and services, which we call the "Services". By using or accessing the Lingotts Services, you agree to this Statement, as updated from time to time. Additionally, you will find resources at the end of this document that help you understand how Lingotts works.

Because Lingotts provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

1. Privacy

Your privacy is very important to us. We designed our Data Policy to make important disclosures about how you can use Lingotts to share with others and how we collect and can use your content and information. We encourage you to read the Data Policy, and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you deposit on Lingotts, and you can control how it is shared through your privacy and application settings. In addition:

- 1. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.
- 2. When you initiate or vote a proposal, it means that you are allowing everyone, including people of Lingotts, to access and use that information, and to associate it with your Lingotts Account.
- 3. We always appreciate your feedback or other suggestions about Lingotts, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Lingotts safe, but we cannot guarantee it. We need your help to keep Lingotts safe, which includes the following commitments by you:

1. You will not encourage unauthorized commercial communications (such as spam) on Lingotts.

- 2. You will not collect users' content or information, or otherwise access Lingotts, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- 3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Lingotts.
- 4. You will not upload viruses or other malicious code.
- 5. You will not solicit login information or access an account belonging to someone else.
- 6. You will not bully, intimidate, or harass any user.
- 7. You will not suggest ideas that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- 8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate agebased restrictions.
- 9. You will not use Lingotts to do anything unlawful, misleading, malicious, or discriminatory.
- 10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Lingotts, such as a denial of service attack or interference with page rendering or other Lingotts functionality.
- 11. You will not facilitate or encourage any violations of this Statement or our policies.

4. Registration and Account Security

Lingotts users provide nicknames and information contrasted with third-party digital identity system. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- 1. You will not provide any false personal information on Lingotts, or create an account for anyone other than yourself without permission.
- 2. You will not create more than one personal account.
- 3. If we disable your account, you will not create another one without our permission.
- 4. You will not use your personal timeline primarily for your own commercial gain, and will use a Lingotts application for such purposes.
- 5. You will not use Lingotts if you are under 18.
- 6. You will keep your contact information accurate and up-to-date.
- 7. You will not transfer your account (including any application you administer) to anyone without first getting our written permission.
- 8. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

- 1. You will take any action on Lingotts that infringes or violates someone else's rights or otherwise violates the law.
- 2. You will not spread anyone's identification documents or sensitive financial information on Lingotts.

6. Mobile and Other Devices

- 1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
- 2. In the event you change or deactivate your mobile telephone number, you will update your account information on Lingotts within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
- 3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Lingotts.

7. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, you must comply with the Lingotts Platform Policy.

8. About Advertisements and Other Commercial Content Served or Enhanced by Lingotts

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. To help us do that, you agree to the following:

- 1. We do not give your content or information to advertisers without your consent.
- 2. You understand that we may not always identify paid services and communications as such.

9. Special Provisions Applicable to Software

- 1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
- 2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

10. Amendments

- 1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
- 2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
- Your continued use of the Lingotts Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

11. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Lingotts to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

12. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Lingotts outside Spain:

1. You consent to having your personal data transferred to and processed in Spain.

13. **Other**

- 1. This Statement makes up the entire agreement between the parties regarding Lingotts, and supersedes any prior agreements.
- 2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 3. If we fail to enforce any of this Statement, it will not be considered a waiver.
- 4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
- 5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
- 6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 7. Nothing in this Statement shall prevent us from complying with the law.
- 8. This Statement does not confer any third-party beneficiary rights.
- 9. We reserve all rights not expressly granted to you.
- 10. You will comply with all applicable laws when using or accessing Lingotts.