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<b>A. PRIVACY POLICY</b>
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**We want you to know that the protection of your personal data is very important to us and we respect your rights.**

**When we process your personal data, we act responsibly and in compliance with European and national legislation on the protection of personal data, including Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 *on the protection of natural persons in regarding the processing of personal data and regarding the free movement of such data and the repeal of Directive 95/46/EC.***

**By using the Site, including the facilities that will be implemented in the future (visiting it, newsletter, participation in events) you agree to this Information Note regarding the Privacy Policy and the processing of personal data. If you do not agree with this Privacy Policy, please do not use the Site and avoid participating in our events and/or projects.**

#### **I. WHO ARE THE PERSONS PROCESSING YOUR PERSONAL DATA?**

This Privacy Policy ("Policy") details when and why we, **Association "SDG CoLab"**, having the registered office in Switzerland, canton of Geneva, city of Plan-les-Ouates, rue Route de Saint-Julien 197a, unique identification number (UID): CHE-199.787.473 ([https://www.uid.admin.ch/Detail.aspx?uid\\_id=CHE-199.787.473](https://www.uid.admin.ch/Detail.aspx?uid_id=CHE-199.787.473)), fiscal identification number: 080.124.923/ PM-1 (the "Organizer" or "SDG CoLab"), represented by President Barbara Bulc, process your personal data through **the Sites <https://sdg-colab.org/> and <https://schoolofpossibilities.community/home>** (both hereinafter referred to as the "Site") **and our events and projects**, how we use them, the conditions under which we may disclose them to others, how we store them securely, what your rights are as data subjects and how that you can exercise these rights.

## II. WHAT PERSONAL DATA DO WE COLLECT, HOW AND FOR WHAT PURPOSE?

**A.** As a person who sends us e-mails, we will process your *name, surname and email address*, for the purpose of responding to your request for information, exercise of your rights, provide us with your feedback on our Projects and any other related aspects.

To carry out this process, extraction, consultation, use, archiving is used as a data processing method.

**B.** As a person invited or participating in the events organized by SDG CoLab, we might process *your name, surname, e-mail, position and organization you belong to*.

This data is necessary for us to draw up the guest list, to send you invitations and to maintain contact with you. We may retrieve your data from third-party sources, including social networks, but if you no longer wish to be contacted by us, please notify us at any time and we will stop processing your personal data.

### **Careful! Processing sensitive data!**

At the events organized by us, pictures or videos can be taken that capture your image and voice, and which will be published on the Site, as well as on our social networks. When publishing them, we may also mention your name, surname, position and organization you belong to.

**By participating in our events, you implicitly express your consent to have your personal data consisting of your image and voice processed, as we have shown above. If, however, you do not want this, please notify us of your refusal in the following ways: prior to participation, with the transmission of confirmation of participation, or on the day of participation to Barbara Bulc, President SDG CoLab, or any other the representative of the Organizer. We respect not only the GDPR, but also in a wider context your right to privacy so you only have to communicate your wish to us without any further explanation.**

**In case you are below 16 years old, you need your parent/legal guardian consent to participate and/or to agree on processing sensitive data! Please, let us know if you are below 16 years old because we are committed to respecting your rights!**

**C.** As a person who participates in the **School of Possibilities Project**, we will process (through a consent form) your *name, surname* (and if you are below 18 years old, also your parent´s/legal guardian´s)

We need to process this data in order to get your consent for the event which shall take place on 29<sup>th</sup>-31<sup>st</sup> of January 2024 (we use a generative artificial intelligence system in the testing phase under real-world conditions, in a controlled environment with a maximum of 150 participants, who will only transmit non-personal data by connecting to the Wi-Fi network at the chosen location).

The personal data necessary for expressing the participant's consent are processed to comply with the law, to ensure that the participant or their legal representative has understood the risks of this system and to protect us against complaints to authorities.

The generative artificial intelligence system is intended not to intentionally collect personal data, but only to the extent that the participant will enter such data into the system (input data), in which case the system is trained to reject them from the content it generates (output data). The participant's name will not be associated with the content generated by the generative artificial intelligence system, however, there is a possibility that a certain participant may be considered an identifiable person and, in this situation, the provisions of the GDPR (Regulation (EU) 2016/679) become applicable. Input data will be securely stored and accessible only to the research team strictly for developing the generative artificial intelligence system, to evaluate its effectiveness, to improve and add new features, to conduct research, and for other similar purposes. Therefore, participants are asked not to enter data that could lead to their identification or that of others.

**It is the participant's obligation to provide accurate information and to obtain the consent of the parent/legal guardian when the participant is aged between 14 and 18 years. The absence of the latter's signature is equivalent to the participant declaring that they are over 18 years old. The operator is exempted from any liability, provided that they will not process personal data from identity cards for the purpose of verifying the participant's age.**

We have an AI Policy, a Cybersecurity Policy and a Privacy Policy in place for this Project, all in compliance with the future AI Act, regulations and standards in the cybersecurity industry and GDPR. In case you need extra information on these, please contact us at [info@sdg-colab.org](mailto:info@sdg-colab.org).

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In addition to what was shown previously, we will process your personal data in order to satisfy some of our **legitimate interests**, namely the exercise and defence of our rights, including before the courts and public authorities, but also to ensure better information regarding the facilities and products of our Site.

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Our Site may contain **links to third party Sites**. We provide these links only as a convenience, but we do not control and are not responsible for the privacy practices or the content of these sites. Responsibility for the processing of your personal data by these third-parties rests entirely with them. Please, before accessing these sites, study their privacy policy and terms of use to ensure that your data is processed in accordance with your expectations.

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We may carry out marketing and remarketing activities using your personal data. Our communications are intended to inform you about our or our partners' business, events or other topics that may be of interest to you.

You can change your mind and withdraw your consent to marketing and remarketing by:

- Accessing the unsubscribe link displayed within the messages you receive from us
- Sending an email to **info@sdg-colab.org**

However, in certain situations we may base our marketing activities on our legitimate interest in promoting and developing our activity. In any situation where we use information about you for our legitimate interest, we take all necessary measures to ensure that your fundamental rights and freedoms are not affected. You can ask us at any time by the means described above to stop processing your personal data for marketing purposes.

We may use your personal data to send you important information about the Site, this Privacy Policy or any other policies, agreements relevant to your use of the Site or participation in our activities or events. This information may be important to your use of the Site and/or Projects and is not direct marketing, but a way to manage our relationship with you and/or to comply with a legal obligation.

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#### **Data processed in order to formulate a notification/complaint**

**You can contact us by email at info@sdg-colab.org. We will process the data you have communicated to us in order to respond to your request. We will mainly use your surname, first name, contact details (surname, surname, email address, telephone number) and information contained in the request you submit to us.**

**When you contact us, the data transmitted to us will be deleted after the resolution of your request, to the extent and if we do not have an obligation to store them for reasons provided by national or European legislation.**

### **III. WHY WE COLLECT THIS INFORMATION AND WHAT IS THE LEGAL BASIS**

When you interact in any way with us you may provide us with data to fulfil purposes as stated above and which relate to the following:

- **To participate in the School of Possibilities Project – Testing Phase, according to art. 6 para. 1 lit. a) from EU Regulation 2016/679;**
- **For sending newsletters, if you have given us your consent, according to art. 6 para. 1 lit. a) from EU Regulation 2016/679;**
- **To provide transparency and information and to support the exercise of the right to free expression according to art. 6 para. 1 lit. a), c) from EU Regulation 2016/679;**

- To contact you, according to art. 6 para. 1 lit. b) or f) from EU Regulation 2016/679;
- To respond to questions and requests, according to art. 6 para. 1 lit. b) or f) from EU Regulation 2016/679;
- To comply with the legislation, according to art. 6 para. 1 lit. c) from EU Regulation 2016/679;
- To establish or claim a right in court, according to art. 6 para. 1 lit. letter b) or c) of EU Regulation 2016/679.
- To know the opinions you communicate to us, according to art. 6 para. 1 lit. a) from EU Regulation 2016/679;
- To fulfil legal obligations, according to art. 6 para. 1 lit. c) from EU Regulation 2016/679;
- To resolve your requests, according to art. 6 para. 1 lit. a) and b) from EU Regulation 2016/679;
- Defence of our rights and interests or those of other persons, according to art. 6 para. 1 lit. b), c) and f) of EU Regulation 2016/679;

#### **IV. WE COMMUNICATE YOUR PERSONAL DATA TO THIRD PARTIES?**

**In thoroughly justified situations, the Organizer may disclose your personal data to third parties, respectively to:**

- current or potential contractual partners or collaborators (including potential partners and suppliers in the organization of events, marketing agencies, PR, advertising, advertising production, event organization)
- our service providers (e.g. lawyers/consultants, providers of accounting services, banking services, insurance services, cloud services, IT services and IT systems maintenance)
- volunteers and researchers
- judicial or arbitration courts and/or other public authorities
- third parties expressly indicated by you.

**Please note that this list is not exhaustive and there may be other instances where we need to share personal data with other parties in order to perform our activities as efficiently as possible or to protect the rights, safety, property of our organization or the people who collaborate with us, to respond to complaints or to prevent illegal activities.**

**To the extent that this data is necessary to be transmitted to third parties, we will notify you in advance so that they can be identified.**

**For our generative artificial intelligence system included in the School of Possibilities Project:**

We use Microsoft Azure Cloud Infrastructure, and their privacy policy can be found here: <https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/EAEAS>

We use OpenAI products, and their privacy policy can be found here: <https://trust.openai.com/>

We use Github products, and their privacy policy can be found here: <https://docs.github.com/en/site-policy/privacy-policies/github-privacy-statement>

The other collaborators, suppliers, volunteer or researchers are bound by contract to respect SDG CoLab's Policies or by law to respect confidentiality and protect human rights.

**The School of Possibilities Project is collaborative so some personal data might be shared with them:**

- **OurCluj** – <https://ourcluj.city/>
- **Make Civic (NGO)**
- **Cluj County Student Council (Consiliul Județean al Elevilor Cluj)**
- **Engagement Lab at Emerson College** – <https://elab.emerson.edu/>
- **Wello.ai** – <https://wello.ai/>
- **Fondation Botnar** – <https://www.fondationbotnar.org/>

**The confidentiality of your data is important to us, which is why the transmission of personal data to authorized persons, independent operators and associated operators is carried out only on the basis of an undertaking that guarantees that this data is kept safe, and that the management of this information is done in accordance with the law in force and applicable policies. In any case, each time we will transmit to the recipients only the information strictly necessary to achieve the respective purpose.**

## **V. TO WHICH COUNTRIES WE TRANSFER YOUR PERSONAL DATA?**

As a general rule, your data is not stored in a country outside the European Union or the European Economic Area ("EEA").

However, some data may be transferred to our partners who help us operate the Site's activities or the School of Possibilities Project and are located outside the European Union. We will always take steps to ensure that any international transfer of personal data is handled carefully to protect your rights and interests. Transfers to service providers and other third parties will always be protected by contractual commitments and, where appropriate, other safeguards.

You can contact us at any time using the contact details set out above to find out more information about the countries to which we transfer your data and the safeguards we have put in place in relation to these transfers.

## **VI. YOUR RIGHTS REGARDING PERSONAL DATA**

Unless otherwise provided by EU regulation or law, you have the following rights:

1. **the right of access**, respectively the right to obtain a confirmation from us that we are processing your personal data, as well as access to them and the provision of information about the processing method;

You have an unrestricted right to ask whether we are processing your personal information and you can also request copies of your personal information in writing.

You can make an access request to find out:

- what personal information we hold about you;
- how we use the data;
- to whom we disclose personal data; and
- where did I get the data from?

2. **the right to rectification**, which refers to the correction without undue delay, of inaccurate personal data and/or to the completion of incomplete data;

You have the right to request the rectification of information that you believe is inaccurate. You also have the right to ask us to complete information that you believe is incomplete. This right always applies to you.

You can dispute the accuracy of personal data held by us and request that it be corrected or deleted. If your data is incomplete, you can ask us to complete it by adding more details.

To exercise your right, you must inform us that you dispute the accuracy of your data and want it corrected. Should:

- clearly state what you think is inaccurate or incomplete;
- explain how it should be corrected; and
- where available, provide evidence of inaccuracies.

You can submit a request in writing or orally. We recommend that you follow up any verbal request in writing, as this will allow you to explain your concern, provide evidence and present your desired solution. It will also provide clear proof of your actions if you decide to dispute our response.

3. **the right to erasure/the right to be forgotten**, i.e. the right to delete your collected personal data without undue delay, if this data is no longer necessary to fulfil the purposes for which it was collected and there is no other basis legal basis for processing, the data was collected illegally or the data must be deleted to comply with a legal obligation;

We may refuse to delete your data in the following circumstances:

- when we are legally required to store your data in order to comply with the legal provisions;
- when keeping your data is necessary for the establishment, exercise or defence of certain rights;
- when the deletion of your data would prejudice scientific, historical research or archiving that is in the public interest.

If a waiver of the right to erasure applies, we may refuse to honour your request in whole or in part. We may also refuse your request if it is, as required by law, "manifestly unfounded or excessively worded."

4. **the right to restriction of processing**, which applies if (i) you contest the accuracy of the personal data, (ii) the processing is unlawful and you object to the deletion of the personal data, requesting the restriction of processing instead, (iii) we no longer need your personal data, but you request it for the establishment, exercise or defence of a right in court, (iv) you have objected to the processing for the time period in which it is verified that our legitimate interests in processing the data with privacy overrides your rights;

5. **the right to object to processing**, unless we demonstrate that we have legitimate reasons to process your data, reasons that prevail over your interests, rights and freedoms or for the establishment, exercise or defence of a right in court;

6. **the right to portability**, namely your right to receive the personal data that you have provided us for the purposes indicated herein, in a structured, commonly used and machine-readable format, as well as the right to send this data to another operator;

7. **the right to file a complaint** before the National Authority for the Supervision of Personal Data Processing (dataprotection.ro) or before any other data protection authority in the state you belong to;

8. **the right not to be subject to a decision based solely on automated processing**, including profiling, which produces legal effects on you or affects you in a similar way, unless such processing is necessary for the performance of the contract or is permitted by law.

With the exception of the right to file a complaint with the supervisory authority, according to the above, these rights can be exercised by sending a written request:

- by post, to the address of the registered office;
- by email, at the address: [info@sdg-colab.org](mailto:info@sdg-colab.org).

To ensure that you are the person entitled to exercise these rights, we may ask you for additional information that allows us to authenticate you.

We will not charge a fee to exercise any right in relation to your personal data, unless your request for access to the information is unfounded, repetitive or excessive, in which case we will charge a reasonable amount in such circumstances. We will inform you of any fees applied before we settle your claim.

We aim to respond to any valid requests within a maximum of one month, unless this is particularly complicated or you have made multiple requests, in which case we will respond within a maximum of two months. We will let you know if we need more than a month. We may ask if you can tell us exactly what you want to receive or what you are concerned about. This will help us act faster and shorten the response time to your request.



We are not obliged to comply with a request if it would adversely affect the rights and freedoms of other data subjects.

## **VII. DURATION OF PROCESSING YOUR PERSONAL DATA**

The organizer can store your personal data for as long as it will be necessary to fulfil the purpose of processing this data and in compliance with the legal obligations imposed on us, as well as the limitation periods.

We will also process your personal data until you withdraw your consent, if this is the legal basis for processing, unless there are legitimate reasons or obligations that justify further processing by us (i.e. a legal obligation in in this sense) and which prevail over your interests, rights and freedoms or if they are necessary for us to establish, exercise or defend a right in court (in the latter case the duration of the processing of personal data including the legal limitation period).

As a general rule, we will store your personal data for as long as you have an account on the Site. You may request that we delete certain information or close your membership account at any time, and we will comply with such requests, subject to the retention of certain information including after account closure, where applicable law or our legitimate interests require it.

In addition, for the other purposes set out above, we will store your data in accordance with our personal data storage policy, which assigns a storage period depending on the purpose of the processing and the category of processed data.

The respective periods are based on the legal provisions (in particular in the field of personal data protection), also taking into account the obligations to store certain data, the applicable limitation periods, the recommended practices in the matter and the purposes of our activity.

For the School of Possibilities Project the consent forms will be physically stored by the Organizer for a period of 3 years starting from February 1, 2024.

## **VIII. SECURITY OF YOUR PERSONAL DATA**

The Organizer will make all reasonable efforts to protect your personal data in our possession or under our control by establishing reasonable security measures to prevent unauthorized access, collection, use, disclosure, copying, modification or deletion, as well as other similar risks.

We are committed to ensuring the security of personal data by implementing appropriate technical and organizational measures in accordance with industry standards.

The transmission of your personal data is done using state-of-the-art encryption algorithms and we store it on secure servers while ensuring data redundancy.

We would like to inform you that we are involved in protecting personal data against unauthorized processing, against illegal processing, against accidental or illegal loss, against accidental or illegal destruction or against unauthorized or illegal access to the computer system, from the alteration of the integrity of computer data , the unauthorized transfer of computer data or other acts criminalized by the Criminal Code.

In particular, we have implemented the following technical and organizational measures to ensure the security of personal data:

- Policies and procedures implemented. To discover and document security breaches together with measures taken and personal data affected, to limit the consequences of a security incident, if it occurs, and to recover data and return to the initial situation as soon as possible short.
- Data minimization. We have ensured that your personal data that we process is strictly limited to that which is necessary, appropriate, and relevant for the purposes stated in this document.
- Restricting access to data. We strictly restrict access to the personal data we process.
- Back-ups. To be in a permanent state of vigilance over the IT system.
- Ensuring the accuracy of your data. Through regular, planned checks.
- Data encryption, both at rest and in transit.
- Control of our staff and collaborators.

If there is a degree of certainty that a breach of data processing security has occurred, we will appoint a responsible person to analyse what effects it has on you and us and if necessary, we will notify the Data Protection Authority and other competent authorities and we will proceed to inform you, if it is likely to result in a high risk to your rights and freedoms, as soon as possible.

Despite the measures taken to protect your personal data, we draw your attention to the fact that the transmission of information over the Internet in general or through other public networks is not completely secure and there is a risk that the data may be seen and used by third parties unauthorized parties. We cannot be responsible for such vulnerabilities of systems that are not under our control.

## **IX. REFUSAL TO PROVIDE PERSONAL DATA**

You do not have an obligation to provide us with your personal data that we have mentioned in this document. However, if you do not provide us with the data mentioned in this information note, it will not be possible to participate in events or projects or find out information related to our activity and other repercussions as a result of this decision.

## **X. THE NON-EXISTENCE OF AN AUTOMATED DECISION-MAKING PROCESS**

Our respect for your data includes giving it the necessary human attention, through our staff, in order to process it properly. Under the current conditions, as a user of the Site or a participant to School of Possibilities Project, you will not be the subject of a decision by us based solely on the automatic processing of your data

(including the creation of profiles) that produces legal effects regarding you or that affects you in a similar way to a significant extent.

## XI. EXCEPTIONS AND LIMITATIONS

Where necessary, for the limited purposes of fulfilling the cooperation and in accordance with applicable laws, we may disclose personally identifiable information.

We note that we will fully cooperate with public authorities in any investigation related to any illegal content or activity of any user, taking reasonable steps to protect property rights. We will cooperate with public authorities as long as disclosures are necessary to comply with national and European law, but also if such disclosure would be necessary or appropriate for us.

## XII. CHANGES IN THE PRIVACY POLICY

We may revise the Policy to reflect changes in the way the Site operates, or for other technical or legal reasons and/or for the School of Possibilities Project. We will notify you of any changes to this Privacy Policy.

It is very important that all personal data held by the Organizer about you is updated and correct. Please inform us of any changes to your personal data. You can do this by contacting us at the addresses mentioned herein.

## B. COOKIES POLICY

### I. INTRODUCTION

This Cookie Policy applies to all visitors to the **Site**.

The information presented below is intended to inform visitors about the placement, use and management of cookies in the context of browsing the Site.

We use the term "cookies" to refer to cookies and similar technologies through which information can be collected automatically.

Cookies are used to provide visitors with a better browsing experience and services adapted to the needs and interests of each individual user, namely for:

- improving the use of navigation in the Site, including by identifying any errors that occur during the visit/use of the Site by users;
- providing anonymous statistics on how the Site is used to us, as the owner of the Site;

Cookies send SDG CoLab very important feedback on how the Site is used, so that it is possible to adopt measures to make browsing the Site more efficient and accessible for users.

## II. WHAT ARE COOKIES?

An "Internet Cookie" (term also known as "*browser cookie*" or "*HTTP cookie*" or "*cookie*") is a small file, consisting of letters and numbers, which will be stored on the computer, mobile terminal or other equipment of a user through which the Internet is accessed.

Cookies are installed through the request issued by a web server to a browser (eg: Internet Explorer, Firefox, Chrome, Safari). Once installed, cookies have a fixed lifetime, remaining "passive" in the sense that they do not contain software, viruses or spyware and will not access information on the hard drive of the user on whose device they were installed.

A cookie consists of two parts:

- name and
- the content or value of the cookie.

From a technical point of view, only the web server that sent the cookie can access it again when a user returns to the web page associated with that web server.

There are the following categories of cookies:

- **Session Cookies** – A "session cookie" is a cookie that is automatically deleted when the user closes their browser;
- **Persistent Cookies** – A "persistent cookie" is a cookie that remains stored on the user's terminal until it reaches a certain expiration date (which may be minutes, days, or years in the future).

## III. WHAT IS THE LIFESPAN OF COOKIES?

Cookies are managed by web servers. The lifetime of a cookie may vary, as it depends on the purpose for which it is placed. Some cookies are used exclusively for a single session (so-called "session cookies") and are no longer retained from the moment the user leaves the Site. Some cookies are retained and reused

each time the user returns to that Site (i.e. "persistent cookies"). However, cookies can be deleted by the user at any time through the browser settings.

#### IV. HOW TO USE COOKIES THROUGH THE SITE

By using/visiting the Site, cookies may be placed for the following purposes:

1. Site performance cookies

2. User analysis cookies:

3. Cookies for geo targeting;

- **Performance cookies:**

With this type of cookies, the preferences of the user of the Site are memorized, so that setting the preferences again in the case of subsequent visits to the Site is no longer necessary.

- **User analysis cookies**

These cookies inform us if a certain user of the Site has visited/used the Site before. These cookies are used for statistical purposes only.

- **Cookies for geo targeting**

These cookies are used by a software that determines the country of origin of the user of the Site.

We use only the following first-party cookies:

Cookie key	Expiration	Description
dps_site_id	Session	TBC
_tcccl_visitor	1 year	TBC
_tcccl_visit	30 minutes	TBC

#### V. WHAT TYPE OF INFORMATION IS STORED AND ACCESSED THROUGH COOKIES?

Cookies store information in a small text file that allows the browser to be recognized. This Site recognizes the browser until the cookies expire or are deleted.

**VI. CUSTOMIZING YOUR BROWSER SETTINGS REGARDING COOKIES**

If the use of cookies is not bothersome, and the computer or technical equipment used to browse the Site is used only by you, long expiration periods can be set for storing the browsing history.

If the computer or technical equipment used to browse the Site is used by several people, the setting to delete individual browsing data each time the browser is closed can be considered.

**VII. HOW CAN COOKIES BE TURNED OFF?**

Disabling and refusing to receive cookies can make the Site difficult to visit, entailing limitations of its possibilities of use.

Users can configure their browser to reject cookies or to accept cookies from a specific web page.

All modern browsers offer the possibility to change cookie settings. These settings can usually be accessed in the "options" section or in the "preferences" menu of your browser.

For Google Chrome:

1. Click the Chrome menu on the browser toolbar
2. Select "settings" then click "show advanced settings"
3. In the "Privacy" section, click the "Content settings" button.
4. In the "Cookies" section, you can change cookies settings

For Safari on iOS:

1. In the "Settings" app, go to "Safari" menu
2. Go to "Accept cookies" entry under "Privacy"
3. Select your preferred option

For Mozilla Firefox:

1. Go to "Tools" then "Options" menu
2. Click on the "Privacy" settings
3. Select your preferred option on the "Cookie" menu

For Android browser:

1. Click on the upper right button
2. Go to "Settings" then "Privacy & security menu"
3. Select your preferred option

Also, users have the possibility to disable cookies (except for those strictly necessary for the operation of the Site) by accessing the "Configure cookies" option included in the banner that signals the use of cookie files, displayed when you first access the Site.

For further questions about how we use cookies through this Site, please email us at [info@sdg-colab.org](mailto:info@sdg-colab.org).

## C. TERMS OF USE FOR THE SCHOOL OF POSSIBILITIES PROJECT

### INTRODUCTION

The School of Possibilities Project involves using our AI System, designed to facilitate unique interactions between participants and a set of 21 digital objects. These Terms of Use govern your access to and use of our AI System. **Please read them carefully.**

### ACCEPTANCE OF TERMS

By accessing or using the AI System, you confirm your acceptance of these Terms of Use and agree to be bound by them. If you do not agree to these Terms, you must not access or use the system.

**If you are under 18 years old** (or are considered a minor in your jurisdiction), then please show these Terms of Use to your parent or legal guardian so they can give their approval for you to use the AI system. For the Testing Phase, we have ensured the fulfillment of this requirement by having a consent form signed in physical form, which we ask you to present at the Transit House to one of our representatives when you come to the event.

### CHANGES TO TERMS

We reserve the right to change these Terms of Use at any time without prior notice. Your continued use of the system after any changes constitutes your acceptance of the new Terms.

### CHANGES TO THE SYSTEM

Our AI System is subject to continuous improvement and innovation. We aim to enhance the user experience, expand functionalities, and incorporate the latest advancements in AI and digital interaction technologies.

These updates may include, but are not limited to:

- **Functional Enhancements:** Improvements to the AI's conversational capabilities, introduction of new digital objects, and refinement of user interface elements to make interactions more intuitive and engaging.

- **Security Updates:** Implementing the latest security protocols and measures to ensure the protection of user data and system integrity.
- **Performance Optimizations:** Enhancements to the system's infrastructure to improve speed, reliability, and scalability, ensuring a seamless experience for a growing number of participants.
- **Feature Additions:** Introduction of new features based on user feedback and technological advancements, such as personalized interaction histories, enhanced summary generation capabilities, and interactive educational tools.

We reserve the right to modify, suspend, or discontinue any aspect of the AI System at any time, including the availability of any system feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or the entire system without notice or liability.

## SYSTEM DESCRIPTION

Our AI System offers a pioneering platform where participants engage in interactive dialogues with a curated collection of 21 digital objects. These objects are not just passive entities but are designed to simulate conversation, embodying characteristics of various items you might find in an educational or creative setting, such as a book, an image of a class teacher, a blackboard, and more. This immersive experience is crafted to explore the boundaries of digital interaction, transforming ordinary objects into conversational partners.

Participants initiate conversations with these digital objects through a user-friendly interface accessible via a Wi-Fi network. Access to this digital realm is facilitated by scanning a QR code, which serves as a universal key, provided on a physical card. This innovative approach ensures a seamless and intuitive entry into the system, eliminating the need for individual accounts or complicated login procedures.

Once inside the system, participants can navigate through a virtual space where the 21 digital objects are presented. Each object is equipped with its unique set of responses, simulating a real conversation. The AI behind these interactions is advanced, capable of understanding and responding to a wide range of queries and statements, thereby creating a dynamic and engaging experience.

The system is designed to recognize and process the input from participants, allowing for a natural flow of conversation. These conversations are more than just text exchanges; they are enriched with context-aware responses, making each interaction unique. The AI's ability to interpret and generate relevant content based on the conversation's direction sets a new standard for digital communication.

A key feature of our system is its ability to process the conversational data and generate summaries that capture the essence of these interactions. This process involves sophisticated algorithms that analyze the dialogue, identify key themes and ideas, and synthesize this information into concise summaries. This capability is particularly useful for capturing the collective insights and opinions of participants, providing valuable feedback and perspectives.



It's important to note that while the system processes conversational data, it's meticulously designed to respect privacy and confidentiality. Personal data is not collected, ensuring that conversations remain anonymous and cannot be traced back to individual participants.

Our AI System represents a breakthrough in digital interaction, offering an immersive and engaging platform for participants to converse with digital objects. It's a testament to the possibilities that emerge when innovative AI meets creative design, resulting in an experience that's educational, insightful, and entertaining.

## INFRASTRUCTURE AND SECURITY

The backbone of our AI System is a robust infrastructure powered by Microsoft Azure Cloud, ensuring high availability, scalability, and security. This choice of infrastructure guarantees that the system can handle a high volume of interactions simultaneously, providing a smooth and uninterrupted experience for participants.

Security measures are in place to protect the integrity of the conversations and the generated summaries. Data is encrypted during transmission and at rest, and rigorous access controls are implemented to safeguard against unauthorized access.

## ACCESS, USAGE and IP RIGHTS

- **Access Method:** Participants must access the system via the Wi-Fi network at the location (Casa Tranzit in Cluj Napoca), using a universal QR code provided on a physical card. The system collects data from interactions between participants and digital objects but is designed not to collect or process personal information.
- **User Contributions:** You grant the system's operators and their affiliates a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. Conversations are stored on Microsoft Azure Cloud Infrastructure and are automatically deleted after 60 days, post-audit, retaining only the summaries generated by the AI System.
- **Generated Content:** The content generated through the AI System interactions, including summaries derived from conversations with digital objects, is the exclusive property of the system's operators. This content is protected by copyright, trademark, and other intellectual property laws. Unauthorized use, reproduction, modification, distribution, transmission, republishing, display, or performance of the content without prior written consent is strictly prohibited.
- **Prohibited Use:** You may not misuse the system, including hacking, spreading malware, or other malicious activities. You may not copy, modify, distribute, sell, or lease any part of our system or included software, nor may you reverse engineer or attempt to extract the source code unless laws prohibit those restrictions. You may not use the system in a way that could damage, disable, overburden, or impair it or interfere with any other party's use. The system must not be used to

infringe upon the privacy or intellectual property rights of others. You agree not to use the AI System for any purpose that is unlawful or prohibited by these Terms.

## DISCLAIMERS AND LIMITATIONS OF LIABILITY

- **No Warranties:** The AI System is provided "as is" and "as available" with all faults and without warranty of any kind. Neither we nor our suppliers, including OpenAI and Microsoft Azure, make any representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding the AI System, including any warranty that the system will meet your requirements or be available on an uninterrupted, secure, or error-free basis. You assume all risks and responsibilities for selection of the AI System to achieve your intended results, and for the installation, use, and results obtained from it.
- **Limitation of Liability:** To the fullest extent permitted by law, in no event will we, our affiliates, officers, employees, agents, suppliers, or licensors be liable for (a) any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the AI System; (b) any conduct or content of any third party on the AI System; (c) any content obtained from the AI System; or (d) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose. Your sole and exclusive remedy for any disputes with us is to discontinue your use of the AI System. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations in this section may not apply to you.
- **Indemnification:** You agree to indemnify and hold harmless us, our affiliates, officers, employees, agents, suppliers, and licensors from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the AI System, your violation of these Terms of Use, or your violation of any rights of another.

## THIRD-PARTY TERMS OF USE

The AI System may use or integrate with third-party resources, including but not limited to OpenAI's technology and Microsoft Azure's cloud infrastructure. We do not control these third-party resources and are not responsible for their availability, content, functionality, or compliance with law. Your use of such resources is subject to the terms of service and privacy policies of these third parties.

As a user of our AI System, it's important to understand that your interaction with these third-party services is governed not only by our Terms of Use but also by the Terms of Use and Privacy Policies of these third-party providers. Therefore, we strongly encourage you to review the Terms of Use and Privacy Policies of any third-party services you interact with through our system. This is essential for understanding your rights, obligations, and the scope of what you can expect from these services.

Third-party services integrated into our AI System may update their Terms of Use, Privacy Policies, or functionalities from time to time. These changes could potentially affect how you interact with our system or how your data is managed by these third parties. Staying informed about such changes is crucial to ensure that your use of the AI System remains in compliance with these evolving terms.

Changes to third-party Terms of Use or service functionalities may also lead to adjustments in our AI System, including how certain features operate or how we process data. When significant changes occur with our third-party providers that impact our system, we will make every effort to inform you promptly and adjust our Terms of Use or system functionalities as necessary.

We understand that keeping track of multiple sets of Terms of Use can be challenging. However, due diligence in this regard is crucial for a safe and compliant use of digital services. When you use our AI System, you implicitly interact with these third-party services, making it essential to be aware of and understand their terms.

We commit to providing as much assistance as possible in navigating these third-party terms, including offering summaries or highlights of key points where feasible. However, the ultimate responsibility for understanding and complying with these third-party Terms of Use lies with you, the user.

By continuing to use our AI System, you acknowledge that you have been informed of the necessity to review and adhere to the Terms of Use and Privacy Policies of any third-party services that our system integrates with or relies upon. Your continued use of our system signifies your acceptance of this responsibility and your commitment to comply with these third-party terms alongside our own.

## **GOVERNING LAW & ALTERNATIVE DISPUTE RESOLUTION**

These Terms of Use shall be governed by and construed in accordance with the laws of the jurisdiction of Switzerland, without regard to its conflict of law provisions.

Before any dispute arises, we encourage you to write to us and express your concerns so that we can address them in a timely manner, as we are a non-profit organization that adheres to high ethical and legal standards. However, the Parties agree to engage in good faith negotiations to resolve any dispute amicably. This negotiation could be organized in person or online and its period shall last for a reasonable time, not exceeding thirty (30) days.

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within ninety (90) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration. Alternatively, if, before the expiration of the said period of ninety (90) days, either Party fails to participate or to continue to

participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration. The arbitral tribunal shall consist of a sole arbitrator. The seat of any mediation or arbitration proceedings shall be Geneva, Switzerland, although meetings may take place online or in any other physical location mutually agreed to by the Parties. The language to be used in any mediation or arbitration proceedings shall be English.

In case of dispute, controversy or claim is related to IP Rights:

- the mediation shall be made in accordance with the WIPO Mediation Rules in effect at that date (<https://www.wipo.int/amc/en/mediation/rules>)
- the arbitration shall be made in accordance with the WIPO Expedited Arbitration Rules in effect at that date (<https://www.wipo.int/amc/en/arbitration/expedited-rules/>)

In other cases:

- the mediation shall be made in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre in force on the date when the request for mediation was submitted in accordance with these Rules (<https://www.swissarbitration.org/centre/mediation/mediation-rules/>)
- the arbitration shall be made in accordance Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules (<https://www.swissarbitration.org/centre/arbitration/arbitration-rules/>)

## **CONTACT INFORMATION**

For any questions or concerns regarding these Terms of Use or the AI System, please contact us using our e-mail address: [info@sdg-colab.org](mailto:info@sdg-colab.org).

By using the AI System, you acknowledge that you have read these Terms of Use, understand them, and agree to be bound by their terms and conditions.