

**Last Updated:** March 06th, 2024

## **Privacy Quest Platform Terms of Use**

Welcome to the Privacy Quest platform provided through the **www.privacyquest.org** website (hereinafter referred to as the "**Platform**"). The Platform is owned and operated by **Verilogy OÜ**, a company registered in Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Erika tn 14 Estonia (hereinafter referred to as "**Privacy Quest**").

Please read these **Terms of Use** carefully as they constitute a **legally binding agreement** between Privacy Quest and you (hereinafter referred to as the "**User**"). By accessing or using the Platform, you agree to comply with and be bound by these Terms of Use.

If you do not agree with these terms, please refrain from using the Platform.

### **1. Acceptance of Terms and Conditions**

Before using any services or accessing content on the Platform, please carefully review these Terms and Conditions of Use. Your use of the Platform indicates your full acceptance of these terms, and you agree to abide by them. If you disagree with any part of these terms, you must refrain from using the Platform and its services.

To use the Platform and its services, you must be at least 18 years of age or have legal parental or guardian consent. By registering an account on the Platform, you confirm that you meet these requirements, and Privacy Quest is not responsible for any use by individuals who do not meet these criteria.

### **2. Changes to Terms and Conditions**

Privacy Quest reserves the right to temporarily or permanently suspend the operation of the Platform for any reason and at any time. Privacy Quest may also modify and update the Platform, including its content, layout, and presentation, without prior notice. These Terms and Conditions of Use are subject to change and may be updated at any time without prior warning. Therefore, it is your responsibility to review these terms each time before using the Platform.

### **3. Intellectual Property Rights**

All content on the Platform, including but not limited to text, graphics, photos, digital recordings, programs, source code, news, articles, information, data, drawings, illustrations, trademarks, logos, product names, company names, and services, is protected by copyright laws and belongs exclusively to Privacy Quest or its content suppliers. This content is made available to Users strictly for personal, non-commercial, and non-profit use.

Any copying, reproduction, republication, transmission, distribution, sale, modification, communication, dissemination, or other use of the Platform's content for commercial purposes or otherwise, in part or in summary form, without the prior written consent of Privacy Quest, is expressly prohibited.

Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Privacy Quest's intellectual property without its prior written consent.

All trademarks, badges, product names, company names, graphics, and logos belonging to third parties and appearing on the Platform are the property of their respective owners and are their responsibility.

For inquiries regarding the reproduction rights of any part of the Platform or requests for authorization to reproduce content, please contact us at [info@privacyquest.org](mailto:info@privacyquest.org).

#### **4. User Rights and Responsibilities**

As a User, you agree to use the Platform in a lawful, appropriate, and respectful manner, in compliance with all applicable laws, and respect the intellectual property rights of Privacy Quest and others.

You must not engage in any actions that could damage or alter the content of the Platform or disrupt its proper functioning. You may not introduce elements that may carry computer viruses or interfere with the Platform or the property of others.

Commercial use, advertising, self-promotion, or promotion of third parties on the Platform is strictly prohibited without the express written permission of Privacy Quest.

You are required to create an account to access certain parts of the Platform, and you are solely responsible for your username and password. Login information is individual and non-transferable. If your account is lost, forgotten, modified, or stolen, please contact us promptly.

You are prohibited from sharing the "guess" or "challenges" included on the Platform, except for retired ones.

You may only access and use the designated areas for your use.

You have the option to upload your "quests" and "challenges" on the Platform in accordance with the Terms and Conditions of Use.

You may subscribe to paid services in accordance with the Terms and Conditions of Use.

Important: You are liable for any expenses or damages resulting from inappropriate use or non-compliance with these terms and conditions of use.

### **5. "Community Quests" Uploaded by Users**

If you have the necessary experience points, you can become a Quest Master. You have the option to create your own "quests" on the Platform for other Users to enhance their privacy engineering skills, but only with the prior express permission of Privacy Quest and subject to the following conditions:

#### **Community Quest Ownership:**

For the first six months following the publishing of the "quest", you grant Privacy Quest exclusive rights to use and distribute the "quest." During the first six months, you may not upload the "quest" to another site or publish or share the "answers" of the "quests" in any way.

After the initial six-month period, you grant Privacy Quest non-exclusive rights to use and distribute the "quest." Your name as the creator of the "quest" will be visible unless otherwise agreed. You may not publish or share the "answer" of the "quest" in any way. You grant Privacy Quest non-exclusive rights to use and distribute the "quest."

Your name as the creator of the "quest" will be visible unless otherwise agreed.

### **6. Limitation of Liability**

The content on the Platform is provided as-is, and Privacy Quest makes no explicit or implied guarantees regarding its technical quality, accuracy, timeliness, commercial potential, or suitability for any use or purpose.

Privacy Quest does not guarantee that the Platform's webpages, services, options, and content will be uninterrupted or error-free, nor does it guarantee that all user questions will be answered.

Privacy Quest does not guarantee that the Platform or any associated website or servers are free from viruses or harmful components. Your access to the "closed network" ("Privacy Quest Network") is at your own risk.

The content provided on the Platform is for educational purposes, specifically aimed at improving users' skills in privacy and cyber security. Privacy Quest is not responsible for any misuse or inappropriate use of the Platform's services by Users. Users are solely responsible for their actions.

Privacy Quest shall not be held liable for any kind of damage that Users may incur as a result of their own actions when accessing the Platform, including negligence.

## **7. Links**

The Platform may contain links to other websites or portals not administered by Privacy Quest. Privacy Quest disclaims control over such websites, which are subject to their own terms of use. Privacy Quest is not responsible for the content of these websites and assumes no obligations related to them. Any links on the Platform are for informational purposes only.

The inclusion of these links does not imply Privacy Quest's approval or acceptance of the content of the linked websites. Third-party websites reached through the Platform are not subject to these Terms and Conditions. Privacy Quest accepts no responsibility for their content, services, or privacy practices.

You use such links at your own risk, and any problems arising from visiting or using these websites should be addressed to the respective website owners.

## **8. Protection of Personal Data**

The handling and protection of your personal data on the Platform are subject to these Terms and Conditions and the applicable laws governing the protection of personal data at any given time.

Privacy Quest may collect your personal information only if you provide it intentionally to create an account, access specific services, or access classified information based on your user status.

Personal data includes information that can identify you, contact you, or provide further information about you. Privacy Quest will not sell, transmit, or disclose your personal data to third parties unrelated to us without your consent, except as required by law or to competent authorities.

Privacy Quest may process some or all of the information you provide for statistical purposes and to improve its services and information.

You can inquire about the existence of your personal data, request corrections or deletions by contacting Privacy Quest at [info@privacyquest.org](mailto:info@privacyquest.org).

Privacy Quest may collect information about your identification using technologies such as cookies or by monitoring IP addresses. You can learn more about cookies at [www.allaboutcookies.org](http://www.allaboutcookies.org). If you do not wish to use cookies, you can disable them in your browser settings.

Privacy Quest relies on third parties to process credit/debit card transactions, and therefore, it must share payment information with them.

The Platform may contain links to third-party websites, which are the responsibility of those third parties, and Privacy Quest assumes no responsibility for their data protection practices.

## **9. Compensation and Indemnity**

You agree that if any action, application, or claim, whether administrative, accounting, or judicial, is brought against the Platform based on actions you have committed, you will participate in the legal proceedings, assume responsibility, and indemnify Privacy Quest, its operators, officers, directors, employees, agents, licensors, and suppliers for any compensation or expenses they may incur.

## **10. Forum**

The Privacy Quest forum (the "Forum") is provided as a service to enable Privacy Quest community members to interact with each other. If you wish to register to post content on the Forum, you acknowledge that you have read, understood, and agreed to these Terms and Conditions of Use.

Content in the Forum is generated by Users, and posts represent the views and opinions of the authors, not Privacy Quest. Privacy Quest is not responsible for the content posted on the Forum, including the accuracy of statements made by Users about Privacy Quest.

You may use the Forum solely to request hints, share and exchanging ideas with other community members and Users, in compliance with all applicable laws.

You shall not upload or transmit material that infringes on any person's copyright, patent, trademark, trade secret, or violates any confidentiality obligations.

You are expressly prohibited from compiling and using personal information of other Users from the community for marketing purposes or commercial solicitation.

You agree not to access or attempt to access another User's account or misrepresent your identity while using the Forum.

You may not post or transmit unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material, including material that encourages criminal activity, violates laws, or infringes on rights.

Privacy Quest and moderators have no liability related to Forum content, including copyright, libel, privacy, obscenity, or any other legal claims. Users are solely responsible for their actions.

Privacy Quest reserves the right to remove content from the Forum at its sole discretion at any time.

## **11. Paid Subscription**

You may subscribe to paid services on the Platform in accordance with these Terms and Conditions of Use. The benefits of each subscription category will be posted on the Platform.

## **12. Terms of Payment**

Paid services on the Privacy Quest Platform are generally non-refundable. Any refunds or credits, if issued, are at the sole discretion of Privacy Quest and will be refunded in the original currency of payment (USD). Paid accounts terminated due to a violation of these Terms and Conditions are not eligible for a refund.

Privacy Quest reserves the right to discontinue service immediately upon detecting fraudulent payments, such as the use of stolen credit cards, and may refer such cases to competent authorities.

You will gain access to paid services after making the required payment.

Privacy Quest offers two payment options: annual and monthly subscriptions with automatic monthly payments. Payment is made in advance of the service provided.

By authorizing Privacy Quest to charge your credit card on a monthly basis, you agree to this recurring payment method. Credit balances will also be deducted automatically every month.

If Privacy Quest modifies the subscription terms or services, you will be informed via email. If you do not agree with the changes, you can revoke your permission for automatic payments.

If you wish to terminate automatic payments, you may do so through the Platform or by sending an email to [billing@privacyquest.org](mailto:billing@privacyquest.org) indicating your desire to terminate the service and revoke permission for automatic payments. Termination will be effective for future scheduled payments.

You are responsible for keeping your card information up to date.

Delinquent paid subscriptions will be suspended immediately.

### **13. Moderators**

Volunteer moderators may assist Users on the Platform and monitor or review communication content. Moderators are not employees or contractors of Privacy Quest but serve as community members. Privacy Quest is not responsible for their actions contrary to this Agreement or applicable laws.

### **14. Governing Law and Jurisdiction**

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of Delaware, without regard to any conflict of laws principles. You agree to submit to the exclusive jurisdiction of the Delaware courts for any disputes or claims arising from this Agreement.

Notwithstanding the above, Privacy Quest reserves the right to enforce its Intellectual Property Rights in other jurisdictions.

If you are an individual consumer, and if mandatory consumer protection regulations in your country provide more favorable provisions for you, those provisions shall apply regardless of the choice of Delaware law.

Any provisions in the terms above that conflict with legal regulations or become outdated will be automatically deemed inoperative and removed from this document without affecting the validity of the remaining terms.

### **15. Notices**

Any notices, requests, permissions, waivers, or other communications required or permitted under this Agreement shall be in writing and may be mailed by registered or certified mail, sent via electronic mail, or delivered by hand.

## 16. Contact

If you wish to contact Verilog OÜ, please send an email to [info@privacyquest.org](mailto:info@privacyquest.org). If you encounter any legal or ethical issues related to the content on the Platform, including the use of intellectual property rights, please inform us at [info@privacyquest.org](mailto:info@privacyquest.org).