

# Privacy Policy

We at **findsmart** are committed to protecting your privacy. This privacy policy applies to our browser extension (**findsmart**), our website (<https://findsmart.org>) and any subdomains of findsmart.org.

The information we gather or process is used solely for core functionality of **findsmart** and to improve the quality and security of our service. **Your information isn't and has never been sold to third parties.**

## What information is being stored, or accessed?

### Contact form information

If you decide to leave a message or feedback via our website, your email and message data are transferred and stored securely, solely for your usage within our team and not shared with any other third parties, except as specified in this policy.

### Data accessible through WebExtensions API

WebExtension APIs used within Chrome Extensions and Firefox Add-ons have fine-grained permission levels that are enforced by the Web Browser, restricting information that our extension has access to within your Browser. The **findsmart** extension can only access specific information that you have explicitly granted permission for. **We can not and do not track your browsing history.**

### Feature usage data

To improve the content, features and overall experience of the extension, we gather and log data on how our users access and use **findsmart**. For example, we may log actions like clicking on a search provider, interacting with settings, or uninstalling).

## What vendors/sub-processors do you use?

We use several vendors/sub-processors to conduct various aspects of our business.

Vendor	Purpose
Microsoft Azure	Microsoft Azure powers our core Cloud infrastructure (providing the necessary hardware, software, networking, storage, and other related technology required to run <b>findsmart</b> ). The bulk of our user data is hosted in Microsoft Azure.
ZenDesk	User data for support purposes is maintained in ZenDesk.
Slack	Used for internal communications. User data may be discussed for support purposes.
Dropbox	Used for internal communications. User data may be discussed for support purposes.
Gmail	Used for internal communications. User data may be discussed for support purposes.
Jira	Used for internal communications. User data may be discussed for support purposes.
Clickup	Used for internal communications. User data may be discussed for support purposes.

## What are my rights in relation to my personal data?

By using **findsmart**, you may exercise the following rights:

### **The right to refuse to provide your personal data**

**findsmart** does not work with any personal data, unless you use our contact form and provide such data there (like your email address)

### **The right to access and modify your personal data**

Aside from us deleting answered email inquiries that reach us after half a year, you can always ask us to do so at any time.

### **The right to be forgotten**

You can manually ask for deletion of your email address (which we only have if you contact us through the website).

### **The right to obtain your personal data**

Upon request, we will provide a data export of all your data stored in our system. If you wish to receive an export of your data, please write to [kaiser.backnang@gmail.com](mailto:kaiser.backnang@gmail.com).

### **The right to submit a complaint**

If you have a complaint about the way in which your Personal Data is handled, please write to [kaiser.backnang@gmail.com](mailto:kaiser.backnang@gmail.com). After submitting a complaint, we will reply within five (5) business days to confirm that we have received your complaint. After receiving your complaint, we will investigate it and provide you with our response within two (2) weeks.

### **The right to submit a complaint with a data protection authority**

If you are a resident of the European Union, and you are not satisfied with the outcome of the complaint submitted to us, you have the right to lodge a complaint with your local data protection authority.

### **Is my data secure?**

Data security is a priority at all times. We use a Tier 1 cloud provider to run our operations (Microsoft Azure).

### **In Transit**

All data communication in transit to and from our servers is secured using HTTPS/TLS.

### **At Rest**

All data in our databases and their associated backups are encrypted at rest.

## Will the privacy policy change?

Although most changes are likely to be minor, **findsmart** may change its Privacy Policy from time to time, and at **findsmart**'s sole discretion. **findsmart** encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

If you have any questions about **findsmart**'s Privacy policy, please write to [kaiser.backnang@gmail.com](mailto:kaiser.backnang@gmail.com).

Last updated **May 21, 2020**.

## Terms of Use

**Important:** Before using this software (**findsmart**), please carefully read this agreement which contains the terms and conditions under which you are acquiring a license to use **findsmart**. If you do not accept the terms and conditions of this agreement please do not use **findsmart**. If you access or use **findsmart**, you will be accepting the terms and conditions of this agreement and **findsmart**'s Privacy Policy and Cookies Policy. **findsmart** is protected by copyright laws and international copyright treaties, as well as other intellectual property laws.

If you are an agent or employee of another entity you represent and warrant that (i) the individual accepting this agreement is duly authorized to accept this agreement on such entity's behalf and to bind such entity, and (ii) such entity has full power, corporate or otherwise, to enter into this agreement and perform its obligations hereunder.

### 1. Definitions

- (i) "User" or "You" means the individual or the business entity to which a license is granted by **findsmart** for the use of the Software;
- (ii) "Effective Date" means the date on which a User first installs the Licensed Software through **findsmart**'s website or through a third-party application, extension, or add-on store such as the Chrome Web Store or Firefox Add-ons website;
- (iii) "Licensed Software" means the web-based software extension called **findsmart**, which is proprietary to **findsmart**;
- (iv) "Licensee Data" means all electronic data or information submitted by User to the Service;
- (v) "Service" means the provision of access to the Licensed Software for the purpose of transmitting Licensee Data;
- (vi) "Usage Data" means data collected about the User's use of the Service. For example, how often the User accesses a to do list, or what photo(s) they favorite.

## 2. Licenses and Data

### 2.1 Software License Grant

Subject to all of the terms and conditions of this Agreement and payment of any applicable fees, **findsmart** grants to the User a royalty-free, non-exclusive, non-transferable license to download, install and use the Licensed Software as part of the Service.

### 2.2 License to Licensee Data

User grants to **findsmart** a non-exclusive license to access and modify Licensee Data as required in order to provide the Service.

### 2.3 Usage Data

User agrees that **findsmart** will have the right to collect Usage Data and to create statistics and analytics therefrom (“Derived Data”) as per the Privacy Policy currently in effect.

### 2.4 Consent for Children Under 16

By using our service, you represent and warrant that you are at least 16 years of age. No one under the age of 16 may use the Service, except as set forth as follows.

**findsmart** is not directed to children, and we expect that any use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. If you are under the age of 16 you must receive consent from a parent, guardian and/or an authorized school official to use the Service. **findsmart** relies on parents and guardians to ensure that minors only use **findsmart** if they can understand their rights and responsibilities as laid out in these Terms of Service and in our Privacy Policy.

If you are an authorized school official in the United States or in the EU and want your students, who are under the age of 16, to install **findsmart**, you are responsible for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, the Family Educational Rights and Privacy Act ("FERPA"), or the GDPR policy, respectively. This means that you must notify the students' parents/guardians of the personally identifiable information that **findsmart** will collect, and that you will obtain parental/guardian consent before your students establish software installs or use **findsmart**. When obtaining such consent, you must provide their parents or guardians with a copy of our Privacy Policy and keep all consents on file and provide them to us upon request.

For more information on complying with COPPA, see [the Federal Trade Commission's website](#). If you are located outside of the United States, we will rely on you to obtain any required consent or approval from the parent or guardian of any student covered by similar laws, and, as a condition to your and your students' use of **findsmart**, you agree that you will be responsible for complying with such laws.

If we become aware that a child under the age of 16 has provided us with personal information, without the consent of a parent, guardian and/or an authorized school official, we will delete the child's data and information. If you are aware that a child under the age of 16 has provided **findsmart** with personal information without the consent of a parent, guardian and/or an authorized school official, please contact **findsmart** support.

### 3. Technical Support

**3.1 findsmart** makes commercially reasonable efforts to provide support for the Service via Email contact – kaiser.backnang@gmail.com.

### 4. Disclaimer of Warranties

**4.1** To the greatest extent permitted by law, the licensed software and technical support provided by **findsmart** hereunder are provided on an "as is" basis. There are no warranties, representations or conditions, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding them or any other product or service provided under this agreement or in connection with this agreement by **findsmart**. **findsmart** disclaims any implied warranties or conditions of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and non-infringement. **findsmart** does not represent or warrant that the software shall meet any or all of User's particular requirements, that the software will operate error-free or uninterrupted or that all errors or defects in the software can be found or corrected.

**4.2** In certain jurisdictions some or all of the provisions in this Section may not be effective, or the applicable law may mandate a more extensive warranty, in which case the applicable law will prevail over this Agreement.

### 5. Limitation of Liability

**5.1** To the greatest extent permitted by applicable law, in no event shall **findsmart** be liable to the User or any other person for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including without limitation, legal expenses, loss of business, loss of profits, loss of revenue, lost or damaged data, loss of computer time, cost of substitute goods or services, or failure to realize expected savings or any other commercial or economic losses arising out of or in connection with this agreement, even if **findsmart** has been advised of the possibility of such loss or damages, or such losses or damages are foreseeable.

**5.2** The entire liability of **findsmart** and the User's exclusive remedy with respect to the software and technical support. Any other products or services supplied by **findsmart** in connection with this agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach or negligence, will be limited in the aggregate to the amounts paid by User to **findsmart** under this agreement for the software, technical support or services giving rise to the claim.

**5.3** The disclaimer of representations, warranties and conditions and limitation of liability constitute an essential part of this agreement. You acknowledge that for the disclaimer of representations, warranties and conditions and limitation of liability, neither **findsmart** nor any of its licensors or suppliers would grant the rights granted in this agreement.

### 6. Proprietary Rights

**6.1** The User acknowledges and agrees that the Licensed Software contains confidential and proprietary information and trade secrets belonging to **findsmart** and its licensors. The User acknowledges and

agrees that title in and rights to the Software remains exclusively with **findsmart** and its licensors. The User's rights to the Software are strictly limited to those granted in this Agreement. User shall not decompile, disassemble or otherwise reverse engineer the Software. If the foregoing provision is prohibited by applicable law, the User will provide **findsmart** with advance written notification of (a) its intention to decompile, disassemble or otherwise reverse engineer the Software, and (b) the nature of the work involved. **findsmart** will be given the right of first refusal to perform such work at its prevailing rates and prices.

## 7. Uninstalling the Software

**7.1** Users can uninstall the Licensed Software at any time by following the process outlined in your browser's help documentation. Please Google "Yout Browser AddOn Uninstall", e.g. Firefox AddOn Uninstall to get further assistance or contact us at [kaiser.backnang@gmail.com](mailto:kaiser.backnang@gmail.com).

## 8. Term and Termination

**8.1** The term of this Agreement will begin upon the Effective Date and shall continue for as long as User uses the Service under subscription and pays all applicable fees, unless earlier terminated under this section 8.

**8.2** **findsmart** may terminate this Agreement in the event of any breach by the User if such breach has not been cured within thirty (30) days of notice to User. No termination of this Agreement will entitle the User to a refund of any amounts paid by User to **findsmart** or affect any obligations User may have to pay any outstanding amounts owing to **findsmart**.

**8.3** The User's rights to use and access the Service will immediately terminate upon termination or expiration of this Agreement. Sections 1, 4, 5, 6, 7, 8.3, 9 and 10 of this Agreement shall survive the expiration or termination of this Agreement.

## 9. General Provisions

### 9.1 No Waiver

No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

### 9.2 Severability

If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

### 9.3 Assignment

The User may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without **findsmart**'s prior written consent. **findsmart** may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

## **9.4 Governing Law and Venue**

This Agreement shall be governed by the laws of the Province of British Columbia. No choice of laws rules of any jurisdiction shall apply to this Agreement. The User consents and agrees that the courts of the Province of British Columbia shall have jurisdiction over any legal action or proceeding brought by the User arising out of or relating to this Agreement, and the User consents to the jurisdiction of such courts for any such action or proceeding.

## **9.5 Entire Agreement**

This Agreement is the entire understanding and agreement between the User and **findsmart** with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, any purchase order issued by User.

If you have any questions about this agreement, please contact us.

Last updated May 24, 2018.

# **Cookie Policy**

## **What are cookies?**

A cookie is a small piece of text that allows a website to recognize your device and maintain a consistent, cohesive experience throughout multiple sessions. They are unique to your account or your browser. Session-based cookies last only while your browser is open and are automatically deleted when you close your browser. Persistent cookies last until you or your browser delete them or until they expire.

Cookies may be used on our main site (<https://findsmart.org>) or any subdomains tied to it.

## **Essential cookies**

Essential cookies are cookies that are those necessary for carrying out or facilitating the transmission of communication, and to move through the site and use its features.

We currently use no essential cookies.

## **Non-essential cookies**

We currently use no non-essential cookies.

## **How do I restrict cookies?**

If you decide that you do not want cookies to be set on your device by our third-party Partners, you can adjust the settings on your internet browser and choose from the available Cookies setting to best meet your preferences. While setting options may vary from browser to browser, you can generally choose to reject some or all cookies, or instead to receive a notification when a cookie is being placed on your device. For more information, please refer to the user help information for your browser of choice. Please keep in mind that cookies may be required for certain functionalities, and by blocking these cookies, you may limit your access to certain parts or features of our sites and platforms.

## **Will this cookie policy change?**

Although most changes are likely to be minor, our use of cookies, names of cookies, and other cookie-related technology may change over time. **findsmart** may change the Cookie Policy from time to time, and at **findsmart**'s sole discretion. Upon adding any further non-essential cookies, **findsmart** will request your consent to use these cookies. **findsmart** encourages visitors to frequently check this page for any changes to its Cookie Policy. Your continued use of this site after any change in this Cookie Policy will constitute your acceptance of such change.

If you have any questions about **findsmart**'s Cookies policy, please write to [kaiser.backnang@gmail.com](mailto:kaiser.backnang@gmail.com).

Last updated **May 21, 2020**.

## **Imprint**

**To get in touch for support or cooperations**, please email me to [kaiser.backnang@gmail.com](mailto:kaiser.backnang@gmail.com).