

## **WEBSITE - TERMS OF USE AND PRIVACY POLICY**

This website [www.mindingcreativeminds.ie](http://www.mindingcreativeminds.ie) (the “**Website**”, “**site**”, “**platform**”) is operated by Minding Creative Minds LTD.

The website consists of several different elements:

- A Website with public information about Minding Creative Minds, including the CMS or Content Management System and mailing system;
- An Event Management area whereby community can sign up to attend events organised by Minding Creative Minds.

### **WHO WE ARE**

Minding Creative Minds is an organisation that provides a well rounded, free to use 24/7 wellbeing & support service for the Irish Creative Sector.

### **TERMS OF USE**

#### **CONSENT TO TERMS OF USE AND OTHER TERMS**

By using the website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy below, which sets out how Minding Creative Minds collect, share, use and process any Personal Data that is collected from any registered member or visitor to our site (“you”) or that you may provide to us when registering at [www.mindingcreativeminds.ie](http://www.mindingcreativeminds.ie).
- Our Cookie Policy, which sets out information about the cookies on our site. See link below for our separate cookies policy.

#### **WE MAY MAKE CHANGES TO OUR SITE AND THESE TERMS OF USE**

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

#### **HOW YOU MAY USE MATERIAL ON OUR SITE**

The site is a parent site based in Ireland. Those resident in other locations may also wish to check the content available on or through our site.

Minding Creative Minds is the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from Minding Creative Minds or their licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we are a volunteer-led organisation and we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site, including articles or webinars. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not necessarily represent our views or values.

#### LINKS TO OTHER WEBSITES

The Website may contain links to the websites of other companies and organisations (including our partners, funding organisations, sponsors) which may be of interest to our members ("**Third-Party Sites**"). However, we do not have any control over such Third-Party Sites. We cannot therefore be responsible for the protection and privacy of any Personal Data which you might provide if you choose to visit them. Third Party Sites are not governed by this policy and you should make reference to any cookies policies and privacy policies on any such Third-Party Sites.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

By registering on the Website, you are consenting to the use of Personal Data provided in the manner set out in our Privacy Policy from time to time.

#### EXCLUSION OF LIABILITY

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

## RULES ABOUT LINKING TO THE SITE

You may link to [www.mindingcreativeminds.ie](http://www.mindingcreativeminds.ie) provided you do so in a way that is fair and legal and relates to our core purpose and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the site in any website that is not owned by you.

The site must not be framed on any other site, nor may you create a link to any part of the site other than the home page.

We reserve the right to withdraw linking permission without notice.

## WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the site. You should use your own virus protection software.

You must not misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the site, the server on which the site is stored or any server, computer or database connected to the site. You must not attack the site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the site will cease immediately.

## GOVERNING LAW AND JURISDICTION

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Irish law. By using this site, you agree to the exclusive jurisdiction of the courts of Ireland.

## PRIVACY POLICY

We adhere to the principles relating to the processing of personal data set out in the EU General Data Protection Regulation which require personal data to be:

- Processed lawfully, fairly and in a transparent manner.
- Collected only for specified, explicit and legitimate purposes and not further processed in a manner that is inconsistent with those purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.
- Accurate and where necessary kept up to date.
- Held for a limited period of time and, once the purposes for which the personal data was collected are completed, no longer stored.
- Processed in a manner that ensures its security, using appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage.
- Not transferred to countries outside the European Economic Area (the "EEA") without appropriate safeguards being put in place.
- Made available to data subjects in response to subject access requests and otherwise processed in accordance with the exercise of data subjects' rights.

## REGISTERING ON THE WEBSITE

As set out elsewhere on our Website, you may register for events, or subscribe to our newsletter. By registering on the Website, you are consenting to the use of Personal Data provided in the manner set out below.

In the case of our online publications available through subscription, your personal information may be used to enable us to verify that you are a subscriber and to deliver the online publication to you. After subscription, you will receive electronic mail from us about our events, activities and publications, unless you have informed us that you no longer wish to receive further information. You can unsubscribe by logging into your member profile.

By registering on the website as a member of our community, you are agreeing to share your identity and Personal Data with Minding Creative Minds (as set out below and in the terms of Privacy).

## WHAT WE DO WITH THE PERSONAL DATA WE COLLECT

**"Personal Data"** as referred to in this policy is information that identifies you individually, whether directly or indirectly, including, without limitation, your name, gender, address, email address, phone number and any other contact information that you may provide during your registration (at an Event, or by communicating with the service).

Minding Creative Minds use your Personal Data for the following reasons:

- maintaining internal records on event attendees, services provided to users, mentorship programmes, career services, user data analysis and administering your service from the relevant supplier/partner.
- communicating with you regarding upcoming or past events (including general meetings or assemblies, as required by our constitution or by-laws from time to time), offers or promotions directly supported by or affiliated with Minding Creative Minds.
- analysing events attended and how the delivery of events could be improved;
- analysing how you use the Website including any services (community directory, webinars, forums, curated content) thereby provided, and identifying how the Website could be improved;

- to the extent that you have opted in to receive communications: sending newsletters, promotional emails about our events, articles, blogs, social media, webinars, conference calls, campaigns regarding Minding Creative Minds, or the relevant partner/supplier, and/or other information which we think you may find interesting using the email address which you have provided (unless you have indicated you have not consented to being contacted for such purposes) and of events which we directly support;
- posting any content that you may contribute where applicable;
- providing your name and identifier (e.g. company and/or position) to any organisation hosting an event in conjunction with us, for (i) security and insurance purposes and (ii) for the purposes of preparing attendance and registration lists and name badges.
- sharing best practice between board members, and volunteers.
- Minding Creative Minds may share Personal Data with companies or organisations which they contract with to perform services for Minding Creative Minds, such as assisting us with administration tasks, data analysis, our emailing campaigns, hosting our events or other data processing, where they need your Personal Data to perform the service for us. These companies are not authorised to keep or use your Personal Data for any other purpose.
- Compliance with local association laws regarding our service and administration;
- Minding Creative Minds may use your date of birth for global event profiling purposes. If you wish, you can select any date of birth. We are investigating the possibility to make this an optional, rather than compulsory, data field at the time of registration.
- If you provide your details when giving feedback at any event, we may follow up with you for more information.
- We will retain your data for up to two years after you have engaged in a mentorship programme, we have all your settings, to be able to run statistics for data analysis including for reporting programme performance statistics and event attendance at our general meetings, to be able to provide evidence of user benefits. We may also hold data for event attendees for one year from the date of last event attendance.

## Minding Creative Minds EVENTS AND USE OF PERSONAL DATA AND CONSENT

Minding Creative Minds provides the facility for our service and some Sponsors to organise and promote their events, and to manage online registrations (“Event Organisers”).

The Event Organiser is solely responsible for ensuring that any event listed meets all applicable local, state, provincial, national and other laws, rules and regulations, and that the goods and service described on the event page are delivered as described.

As client of the Minding Creative Minds services or as an attendee at any of our Events (whether as a guest of the service or otherwise), please note that Personal Data may also be gathered by Minding Creative Minds, or other Registered Members in a range of other ways including by you supplying any business cards (or other contact details) to other guests or attendees at our events, sharing social media contact details via chatbox, etc.

By registering to attend any of our events you are consenting to:

- your details being supplied to the hosts of that event (as set out above)
- your image being taken at the event and used freely and worldwide for current and ongoing or future promotional purposes by each of Minding Creative Minds, and/or the host of any such event (whether online including through other social media channels, or in written form such as brochures or annual reports). You can, however, revoke this

consent at any time, although we would ask that you please do so before the events take place.

- A recording being made with a speaker, including questions from the audience. Again, please let the Event Organiser know in advance if you wish to withhold your consent to inclusion in any recording.

Different events may require you to provide different personal data e.g. any food allergies if relevant; please check the details for the event to which you are registered.

All events to which you have registered are logged on your online profile. This is only visible to Minding Creative Minds administration. A record of this can be provided to you for professional development purposes.

## SUPPLYING PAYMENT DETAILS

If you register for any of our paid events, you will also be directed to a third-party website which will request certain payment details (e.g., credit card) and certain other billing and Personal Data (including data of birth). Please refer to the third-party site for their terms of use and privacy policy, when supplying Personal Data to such payment providers.

Payment is deducted at the time of registration/application (sale).

## EVENT FEES AND REFUNDS

Event Registration Fees (online and offline) fees are usually refunded in full should the event be cancelled by Minding Creative Minds and we aim to process such refunds within 10 working days. However, please check the details for the individual event, as the refund policy may vary, depending on the nature of any contract with external venues and whether they will permit cancellations without charge.

We reserve the right to refuse refunds to those in breach of the Community Policy below.

If you cancel your attendance. Some will not refund registration fees, others will do so provided that this is done more than 48 hours in advance.

## OPTING OUT

If you wish to change the settings and information you have previously opted in to receive, Our events and marketing communications will usually contain an unsubscribe button at the end.

Alternatively, Online Members please email Minding Creative Minds with the subject line OPT OUT COMMUNICATIONS with your request.

We will endeavour to implement your opt out promptly after we receive it, however, in order to amend your settings in this manner, we may in certain circumstances (for example where you

use a different email account to request the opt-out) correspond with you to verify your identity/request and your request may not be actioned until we are satisfied as to your identify.

## ACCESS TO YOUR PERSONAL DATA AND RECTIFICATION

You may request in writing details of Personal Data which Minding Creative Minds hold about you. A fee may be payable in some jurisdictions. If you would like a copy of the information held on you please email Minding Creative Minds with the subject line "PERSONAL DATA ACCESS REQUEST" enclosing a copy of your Identity Document.

If you believe that any Personal Data held by Minding Creative Minds is inaccurate or incomplete, please log into your account and update your profile as soon as possible.

Equally, if you have any questions or comments about this or any of our other policies or the Website please contact us.

## PERSONAL DATA – STORAGE AND SECURITY

The Personal Data collected from you is stored electronically on servers in the European Economic Area ("EEA") and will be backed up in a file owned by Minding Creative Minds. We will take all steps reasonably necessary to ensure that your Personal Data is treated securely and in accordance with this Privacy Policy. By submitting your Personal Data, you agree to this transfer, storing and processing by Minding Creative Minds (including its board, committee members and volunteers administering membership and events from time to time, who may be based anywhere in the world), and any third-party processors or hosts of our events as set out in this policy.

It should be noted that the internet is not entirely secure and therefore, unfortunately, the transmission of information (including your Personal Data) via the internet is not guaranteed to be secure. Although we will use our best efforts to protect your Personal Data, we cannot guarantee the security of your data transmitted to our Website or via the platform; any transmission of your Personal Data is entirely at your own risk.

We will not share Personal Data collected through our Website with third parties which are not affiliated with Minding Creative Minds, except as provided in this policy. Please keep in mind that, however, that no Internet transmission is 100% secure. Some email sent to or from our Website may not be secure. Please consider this when sending information to us by email.

## THIRD PARTY PROCESSORS

Minding Creative Minds has employed third party IT suppliers to provide emails and document storage; they have agreed to follow the relevant security levels to prevent the alteration, loss, processing, theft or unauthorised access to the data. Some of these third parties may transfer your personal data outside the EU:

We may also share your data with our accountant, auditor, lawyer, insurer, in order to comply with our obligations as a registered company in Ireland. .

***Terms of Use & Privacy Policy updated December 2023***

## IP POLICY

## 1. Intellectual Property

### 1.1. Intellectual Property at Minding Creative Minds

Minding Creative Minds takes intellectual property rights seriously. This document sets out the process to deal with complaints of alleged infringement of third-party intellectual property rights on the Minding Creative Minds platform.

This process covers allegations of infringement of copyright (e.g. written text, photographs, sound recordings and video clips) and trademarks / servicemarks (e.g. logos, slogans and names identifying a good or service).

### 1.2. Third Party Content

Information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content relating to an event held by Minding Creative Minds (collectively, "Third Party Content").

#### Minding Creative Minds Content

Minding Creative Minds events where the content is posted by Minding Creative Minds will be clearly marked as such on the main web page e.g. Minding Creative Minds Monthly Meet & Greet

Purpose.

The following policy sets forth the process by which any third party who believes that their trademark and/or copyrights are being infringed by Third Party Content may request that Minding Creative Minds remove the allegedly infringing Third Party Content.

#### **Removing Third Party Content.**

##### **Getting Allegedly Infringing Content Removed.**

If you believe in good faith that any Third-Party Content Minding Creative Minds makes available in connection with the Services infringes your copyright or trademark rights, you (or your agent) may send us a takedown notice requesting that the Third-Party Content be removed, or access to it be blocked. Your takedown notice needs to contain the following information in order for Minding Creative Minds to be able to take action:

a) Information that allows Minding Creative Minds to contact you (i.e., name and address, telephone number and/or email address);

b) Sufficient information to identify the copyrighted works or trademarks that are allegedly being infringed, including registration number and registration office if applicable;

c) Sufficient information for us to identify and locate the allegedly infringing material including its Internet location (i.e., URL address);

d) A statement that you have a good faith belief that the use of the Third-Party Content by Minding Creative Minds or is not authorised by the owner of the Content, its agent or the law;

e) A statement of the accuracy of the takedown notice, and under penalty of perjury, a statement that you are the owner of the allegedly infringed material or you are authorised to act on behalf of such owner; and

f) A physical or electronic signature of the person submitting the takedown notice.

The simplest and most efficient way to submit a written takedown notice is by reporting the information above via email.

### **Liability**

Please note that, by submitting a takedown notice, the information you provide is generally subject to Minding Creative Minds's Privacy Policy; however, you agree that Minding Creative Minds may provide copies of such takedown notice to the alleged infringer, which may include your name, and that the alleged infringer may contact you directly to discuss the allegation.

In addition, you will be liable for any damages (including costs and lawyers' fees) incurred by Minding Creative Minds, or the alleged infringer in the event that you knowingly and materially misrepresent that the Third-Party Content is infringing (taking into consideration copyright defences such as fair use and exceptions).

If you are unsure whether the material you are reporting is infringing, you should contact a lawyer before filing the notice. Minding Creative Minds cannot provide you with legal advice as to whether or not you are entitled to file a takedown notice.

### **Takedown**

Upon receiving a valid and fully completed takedown notice that identifies an infringement of copyright or trademark rights, Minding Creative Minds will remove or disable access to the allegedly infringing material and notify the alleged infringing party.

## **COMMUNITY POLICY**

Minding Creative Minds wants to provide a safe and welcoming experience for everyone. We do not tolerate discrimination or harassment in any form.

This Community Policy applies to Minding Creative Minds activities, including, but not limited to: this website and online community platform, webinars and trainings, social media, Workshops, and Programme events, including Mentoring interactions, and events organised by both Minding Creative Minds and service partners. Anyone who violates this Community Policy may be sanctioned or expelled from these events or online spaces at the discretion of the Minding Creative Minds Team.

Participants are responsible for knowing and abiding by these rules.

Discrimination is defined as the unjust or prejudicial treatment of others related to gender, gender identity and expression, sexual orientation, disability, mental illness, neuro(a)typicality, physical appearance, body size, age, race, or religion.

Harassment includes:

- Offensive comments related to gender, gender identity and expression, sexual orientation, disability, mental illness, neuro(a)typicality, physical appearance, body size, age, race, or religion.
- Unwelcome comments regarding a person's lifestyle choices and practices, including those related to food, health, parenting, drugs, and employment.
- Deliberate misgendering or use of "dead" or rejected names.
- Gratuitous or off-topic sexual images or behaviour in spaces where they are not appropriate.
- Physical contact without consent or after a request to stop.
- Threats of violence.
- Incitement of violence towards any individual, including encouraging a person to commit suicide or to engage in self-harm.
- Deliberate intimidation.
- Stalking or following.
- Harassing photography or recording, including logging online activity for harassment purposes.
- Sustained disruption of discussion.
- Unwelcome sexual attention.
- Patterns of inappropriate social contact, such as requesting/assuming inappropriate levels of intimacy with others
- Continued one-on-one communication after requests to cease.
- Deliberate "outing" of any aspect of a person's identity without their consent, except as necessary to protect vulnerable people from intentional abuse.
- Publication of non-harassing private communication.
- Behaviours that constitute cyber bullying.

## **REPORTING**

If you are being harassed by a member or other event attendee, notice that someone else is being harassed, or have any other concerns, please let the Minding Creative Minds Team know either in person to the Minding Creative Minds representative on the door or via email to the Minding Creative Minds Team. We may not be able to follow up with you directly, but we will investigate and take whatever action is necessary to prevent a recurrence.

## **CONSEQUENCES**

Participants asked to stop any harassing behaviour are expected to comply immediately.

If a participant engages in harassing behaviour, the Minding Creative Minds Team may take any action they deem appropriate, including warning or expelling the offender from all Minding Creative Minds services.