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D5.3 DATA MANAGEMENT PLAN

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Abstract	This document (to be updated at the end of each reporting period) identifies the best practices and specific standards for the generated data and assess their suitability for sharing and reuse in accordance with official EC guidelines
Keywords	Management, Ethics, Data Management, Data protection

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Dissemination Level		
PU	Public, fully open, e.g. web	
CL	Classified, information as referred to in Commission Decision 2001/844/EC	
CO	Confidential to NGI4ALL project and Commission Services	✓

* R: Document, report (excluding the periodic and final reports)

DEM: Demonstrator, pilot, prototype, plan designs

DEC: Websites, patents filing, press & media actions, videos, etc.

OTHER: Software, technical diagram, etc.



EXECUTIVE SUMMARY

The NGI4ALL Data Management Plan provides detailed information on the procedures implemented for data collection, storage, protection, retention and destruction and confirmation that they comply with national and EU legislation, all along the project implementation (From January 2019 until December 2021)

Templates of the informed consent forms and information sheet are submitted, together with the informed consent procedures.



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ABBREVIATIONS

CMS	Content Management Systems
CSA	Coordination and Support Action
DMP	Data Management Plan
GDPR	General Data Protection Regulation
NGI	Next Generation Internet
IPR	Intellectual Property Rights
RIA	Research and Innovation Action
NGI	Next Generation Internet
WP	WordPress



1 DATA MANAGEMENT PLAN DELIVERY AND UPDATES

The Data Management Plan (DMP) has been elaborated in agreement with all project partners. This document is the second (2nd version after Interim Report) version and changes will be introduced as a result of law changes, according to GDPR. On top of expected versions along the project, after every reporting period (3rd version after Final Report) it will be updated over the course of the project in the cases stated in the Guidelines on FAIR Data Management in Horizon 2020:

- significant changes such as new data;
- changes in consortium policies;
- changes in consortium composition and external factors;
- among other that might be of relevance.



2 DATA SUMMARY

As described in the Guidelines on FAIR Data Management in Horizon 2020 a Data Management Plan is a key element to ensure data is well managed. For this reason, we will firstly identify the type of data that will be generated/collected in the framework of the project:

- **Data generated from accessible information** such as reports published on the **NGI portal** news, events, open calls, evolutions and novelties of the NGI initiative and ecosystem among other topics related to the objectives of the project;
- **Data generated from project partners** and NGI CSAs and RIAs activities, such as discussions within consortia members and key stakeholders of the ecosystem, reports, establishment of project priorities, development of the open calls support programme tools, evaluation reports among other work carried out in order to achieve project goals;
- **Data generated involving third parties** (beneficiaries of NGI open calls), such as details of projects submitted under the calls for proposals, results obtained during the respective supporting / acceleration programmes, research data, interviews and presentations;
- **Data generated through the NGI community platform:** this virtual platform is set up to raise awareness on the NGI initiative and its objective, facilitate the interactions between the members of the ecosystem offering an online tool to connect and discover new business and funding opportunities, as well as to receive first-hand information about best practices of SMEs having received funding for their early adoption of NGI technologies, technological support and assessment available and offered by the RIAs and CSAs under the NGI initiative among others.
- According to another classification, which does not exclude the previous one, there are two types of data collected:
 - Personal data.
 - Data related to the business activities of the participants in NGI and their participation in the initiative.

2.1 STATE THE PURPOSE OF THE DATA COLLECTION / GENERATION

FundingBox, as responsible of the **NGI Community Platform**, will collect data of users, through an online form within FBOX Platform.

The information gathered will serve to:

- Sign-up and participate in the online community. In this regard, it is worth mentioning that since October 2019, it is not necessary to sign-up to access the contents of the community, which are open to all visitors, but a FundingBox user account is needed in order to participate and post in any of the communities hosted at the platform.
- Subscribe to the NGI newsletter that is provided by the NGI portal (managed by MARTEL)
- Show the interest to participate in the NGI Map that is provided by the NGI portal (managed by MARTEL)

Martel, as responsible for the **NGI portal** and the **ngiforum.eu website**, will collect data of users through online forms within the NGI portal, related to:



- Direct registration of the portal's visitors to the NGI newsletter
- Request for registration of initiatives and organisations to the NGI map
- Register to the NGI Forum published on ngiforum.eu, through the Eventbrite application, and other events as needed
- Contact the NGI Outreach Office through the "Contact" form that the NGI portal provides (the same form is used for the "contact" service through the ngiforum.eu)

Therefore, it is necessary to collect, store and process the online forms that will be submitted by users to actively participate in the online community and in general the NGI ecosystem.

Data will be exploited for three main purposes:

- Communication and dissemination of activities within NGI initiative.
- Impact assessment
- Research

The anonymised datasets will be exploited through the creation of maps and charts that will be updated at key milestone moments, like the end of the selection process of one Open Call, or to provide general information about the community profiles members and for the production of relevant official project deliverables and progress reports. The maps and charts generated, will be publicly shown as part of the dissemination activities of the project. The full set of anonymised data will be also available for the European Commission services, that would request access to the information for research purposes.

It is important to mention also that this set of data will be made available from the NGI community platform to the NGI portal. The second will have regular access (or will agree a regular delivery of these data by FBOX i.e, every month, or every week)¹ to:

- manage newcomer newsletter subscribers lists;
- manage the relation with new users interested in participating in the NGI Map

2.2 RELATION OF DATA COLLECTION / GENERATION

The data sets to be collected during the NGI Community sign-up process in order to facilitate the impact assessment of the NGI initiative, and efficient and effective communication with users include (non-exhaustive list): Country; Organization name; e-mail, sector/area of interest, NGI technologies interest, etc. All these data sets will be represented in a maps and graphics of NGI initiative users. It is expected to generate a relevant deal-flow of users leveraging on the NGI RIAs and CSAs calls along the project which will contribute to create five main data sets that eventually will be requested to RIAs and CSAs under anonymity:

- Applicants that start an application but don't submit a proposal;
- Submitted proposals;
- Evaluated proposals;

¹ When sending this information (via e-mail), FBOX will include the following disclaimer in every delivery: "The document [NAME OF ATTACHEMENT] attached to this email contains information considered as "Confidential Information" within the meaning of the Section 10.1 of the Consortium Agreement concluded among NGI4ALL project's partners on [DATE]. [NAME OF RECEIVER] is obliged to follow the provisions of the Consortium Agreement while using information included in the attached document"



- Winners;
- Follow up metrics.

The “follow up metrics” data set will be the only used from the NGI community sign-up process, for the purposes described above.

2.3 DATA PROTECTION

Datasets will be anonymised for communication & dissemination towards users, impact assessment and research purposes.

The personal data collected as part during the project will be limited to the sign-up form submission and informed consent of participants about the use of personal data will be required. Personal identity will be protected by the use of anonymous codes.

The relation of real names and codes will only be known to FBOX who will keep the records in secure place. The relation of applications will be coded and will be available for internal evaluators with such a coding. In case data needs to be transferred to non-EU partners, we will obtain approvals from the competent Data Protection Office, unless those countries are in the list of countries that provide adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights.

All copies of approvals /notifications regarding the processing of personal data will be made available upon request to the EC. Personal data will be encrypted and stored securely.

Personal data will be processed in accordance to the GDPR. Administrator of the personal data obtained during the open calls is FBOX. FBOX provides signed-up users with the information concerning personal data processing.

2.4 TYPES AND FORMATS OF DATA GENERATED / COLLECTED

The type of data collected will include specific indicators to evaluate the interest of stakeholders in joining and actively participating in the NGI ecosystem, as members, ambassadors, early adopters or contributors. Such indicators include measurements of the number of members, active members, user generic profiling, etc.... Generic information is being collected in textual or numeric format, while the data regarding the specific areas or NGI technologies of interest provided by the users will be collected in a multiple-choice format.

2.5 ORIGIN OF THE DATA

The information will be captured through online forms and will be recorded and stored in FBOX Cloud infrastructure as an object database. The information will be accessible through an online Dashboard application and it will be downloadable in csv and xls formats. Only authorised users will be allowed to access the data sets via authentication.



2.6 DATA UTILITY: TO WHOM WILL IT BE USEFUL

The data will be exploited by project partners and external evaluators for three main purposes:

- benefiting from the participation in the Ambassadors Programme
- research
- dissemination (i.e. newsletter subscribers and NGI map participation).

The individual registers in the Ambassadors Programme, that will be gathered within one specific open call, will be only accessible for evaluation purpose to be done by the NGI4ALL consortium. Each evaluator will be granted with a limited access to a restricted number of registers from the data set. Before giving evaluators access to the data they will be requested to sign online using a secure mode via authentication mode: 'Acceptance of the use of data (GDPR)' and a 'Declaration of confidentiality and no conflict of interest'.

2.7 INTELLECTUAL PROPERTY RIGHTS (IPR)

In general, foreground (e.g. results including intellectual property generated during the project) will be owned by the party who reaches the results. The same will apply for the results achieved by beneficiaries of NGI RIAs and CSAs (third parties). All the knowledge, data and results deriving from the projects carried out by the beneficiaries will remain as their property only.

Each partner in NGI4ALL project and the 'Third party Beneficiary' is responsible for taking the appropriate steps for securing intellectual property of the knowledge or results created during the project implementation. In any case, NGI4ALL CSA will follow the general principles for IPR as described in the 'Model Grant Agreement for the Horizon 2020 Framework Program'.



3 FAIR DATA

The NGI4ALL CSA project will integrate the data from all the applications (signed up users) participating in the community. The collection of data through an online application form will facilitate data integration having the information of users structured in a standard form and also other communication assets, like interviews and articles published in the NGI Community.

3.1 MAKING DATA FINDABLE, INCLUDING PROVISIONS FOR METADATA

This document explains in detail how the data management plan will support the effective collection and integration of the NGI data. Storage, processing and sharing will occur via the FundingBox on-line applications submission platform and different events and meetings and also via the NGI portal.

3.1.1 Discoverability of data (metadata provision)

In order to be able to use the data generated by the project is essential to integrate data from the participants in the open calls and the activities undertaken by project partners. Taking into account the FAIR data principles (*Wilkinson et al., 2016*) [1][1] (meta)data should:

- Be assigned to a globally unique and persistent identifier;
- Contain enough metadata to fully interpret the data, and;
- Be indexed in a searchable source.

By applying these principles, data becomes retrievable and includes their authentication and authorisation details.

3.1.2 Data identification mechanisms

All documents associated to one particular sign-up form will be identified with a unique and persistent number that will be given at the time of the submission process.

Examples:

- 001SignupForm
- 001AmbassadorApplication
- 001Logo
- 001Report
- 001FinalMonitoring

As per the documents related to project activities and/or deliverables, the tasks or deliverables number will be used to identify the document followed by a brief title of the activity or deliverable.

3.1.3 Naming conventions used

The recommendations to name documents submitted via platform forms and facilitate its retrievability are as follows:



- Choose easily readable identifier names (short and meaningful);
- Use capital letters to delimit words instead of spaces or underscores;
- Do not use acronyms that are not widely accepted;
- Do not use abbreviations or contractions;
- Avoid Language-specific or non-alphanumeric characters;
- Add a two-digit numeric suffix to identify new versions of one document.
- Dates should be included back to front and include the four-digit years: YYYYMMDD.

3.1.4 Approach towards search keyword

Documents related to the activities of the users will be done following the templates agreed by the consortium, these templates include a keywords section to make documents findable.

The information submitted by the users to the signup forms or Ambassadors open calls will use keywords related to the technologies covered by NGI such as: Edge Computing, Trust & Security, AI, IoT, 5G, Big Data, Blockchain / DLT, Ontologies and Semantic Discovery Tools, AR/VR.

The keywords used to easily identify users related to a specific interest will be the ones used throughout the effective implementation of communication activities

An excel spreadsheet with all information about the users will be done in order to identify the size for example of a pool of interested parties under one specific area. Excel will be an efficient tool to filter users by its characteristics and make community communication more effective and efficient. The “export” functionality of FundingBox platform allows such a listing.

3.1.5 Approach for clear versioning

Only documents created by the consortium will be versioned, for this purpose templates include 3 descriptors to identify the versions and status of the documents

Moreover, partners, following the recommendations included in section 3.1.3. will identify the different versions by using a two-digit number following the descriptor Draft. A document reviewed by another partner should be returned to the principal author by including rev+acronym of the organisation. Only the principal author will change the draft number and will add the word FINAL to documents ready to be sent to the EC or those to be used as final versions.

The process is as follows:

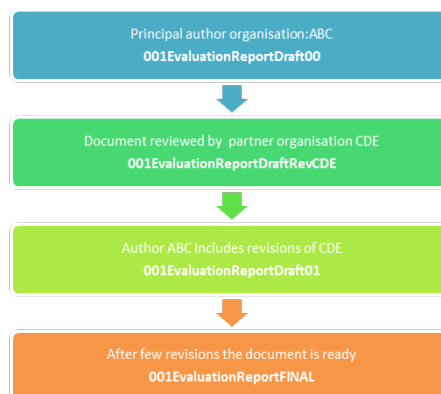


FIGURE 1: VERSIONING FLOW



The document history included in the document template should be filled in as follows:

DOCUMENT HISTORY

Version	Status ¹	Date	Comments	Author
1	Draft	01/02/2017	Section 2.1. needs to be completed	ABC
2	Under review	02/02/2017	Section 2.1. completed. Comments added in the document.	CDE
3	Draft	04/02/2017	Added suggestions by CDE	ABC
4	Under review	06/02/2017	Included some topics on section 2.1.	XYZ
5	Issued	15/02/2017	Final version with partners contributions	ABC

FIGURE 2: SCREENSHOT DOCUMENT HISTORY

3.1.6 Standards of metadata creation (if any)

Basic metadata will be used to facilitate the efficient recall and retrieval of information by project partners and contribute to easily find the information requested. To this end, all documents related to the project have to include in the front-page information about author(s) & contributor(s), WP, dissemination level, nature of the document, synopsis and keywords.

Regarding the information submitted by signed-up users, the criteria included in the application form will be used as well to identify documents and make data findable. The sign-up form is submitted online via the FundingBox platform using multiple-choice questions, that will facilitate the creation of a database and the identification of users by their characteristics.

3.2 MAKING DATA OPENLY ACCESSIBLE

3.2.1 Data that will be made openly available

The full data set of anonymised data will be also available for third parties that would request access to the information for research purposes. Furthermore, the anonymised datasets will be exploited through the creation of maps and charts that will be updated for dissemination and communication purposes. The maps and charts generated will be publicly shown as part of the dissemination activities of the project.

3.2.2 Process to make data available

The availability of project data will depend on the purpose and the use that third parties are going to make and the added value of sharing such data. Third parties interested in using the data generated by the project will be able to contact via the email of the project outreach@ngi.eu. Moreover, the Dashboard application of the FundingBox platform will also be used to share data. Only anonymised data might be shared.

3.2.3 Methods or software needed to access the data

No specific software tools will be needed to access the data, since anonymised data sets will be saved and stored in word, pdf or excel to facilitate its exploitation and guarantee their long-term accessibility.

3.2.4 Deposit of data, associated metadata, documentation and code

NGI will collect data of European NGI ecosystem stakeholders, through an online form within FundingBox Platform, which will be to allow signing up to the community. Data will be deposited and secured in the FundingBox platform.

3.2.5 Access to data in case there are any restrictions

NGI will collect data of European NGI ecosystem stakeholders, through an online form within FundingBox Platform, which will be to allow signing up to the community. Data will be deposited and secured in the FundingBox platform.

3.3 MAKING DATA INTEROPERABLE

3.3.1 Interoperability of data assessment

Partners will be responsible of storing the data in a comprehensive format and adapted to the real and current needs of the possible practitioners interested in using, merging or exploiting the data generated throughout the project. The assessment of data interoperability will be updated in future reviews in order to guarantee the NGI community data fits the needs of a specific scenario (such as interests or purpose of data) as proposed by the GRDI2020 in its report Data Interoperability (Pagano, P. et al. 2013) [2].

3.3.2 Vocabulary use

The vocabulary used in the project is a very standard and common language within the Next Generation Internet ecosystem and involved technologies. Vocabulary won't represent any barrier for data interoperability a re-use

3.4 INCREASE DATA RE-USE (THROUGH CLARIFYING LICENSES)

3.4.1 Data license

Clauses referred to Access Rights (Section 9) and Non-disclosure of information (Section 10) included in the Consortium Agreement (CA) conform to the ethical standards on privacy, data protection will be key features governing the use of data by third parties.

Information related to ambassadors' programme members or any other communications related to specific entities, such as the name of the entity, will be published for dissemination purposes only after having obtained the users' consent.

As described in section 3.2.2. the NGI outreach office mailbox will be the communication tool used to request the access to data.

Regarding the data produced by sponsored projects (i.e. granted by NGI RIAs and CSAs), each beneficiary will be responsible of permitting or restricting the access to their data and results.



3.4.2 Data re-use availability period

Statistical data related to the NGI open calls and information about the winners will be made accessible once the final winner is published. Other results such as the name of participants in NGI initiative sub-projects providing support programmes to beneficiaries will be released in agreement with the participating entities and will be available 4 years after the end of the project unless otherwise stated in laws in force or GA.

3.4.3 Data quality assurance processes

The project coordinator (when managing data through the NGI portal) and FundingBox (when managing data through NGI Community) will be responsible of assuring the quality of the data by making sure dataset follow the FAIR principles included in this plan, and that data is updated.

Personal data processing will be done following the EU, national and international laws in force (in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) taking into account the “data quality” principles listed below:

- Data processing is adequate, relevant and non-excessive;
- Accurate and kept up to date;
- Processed fairly and lawfully;
- Processed in line with data subjects’ rights;
- Processed in a secure manner;
- Kept for no longer that necessary and for the sole purpose of the project

3.4.4 Length of time for which data will remain re-usable

The Consortium will contribute to maintain data re-usable as longer as possible after the end of the project. A first period of 4 years has been established; however, this time can be extended under partners agreement, laws in force or GA. This period can vary depending on the value of the data after the end of the project.



4 ALLOCATION OF RESOURCES

4.1 COST OF MAKING DATA FAIR

No extra costs, apart from those linked to the maintenance of the FundingBox platform and the NGI portal, are expected for making data FAIR.

4.2 DATA MANAGEMENT RESPONSIBILITIES

Concerning the data of applicants and beneficiaries, FundingBox will be responsible of managing the data stored in its platform (<https://fundingbox.com/>) and Martel of the data stored in NGI portal according to its privacy policy (<https://ngi.eu>).

Regarding the data resulting from the activities of the project, each WP leader will be responsible for the storage and compliance of the data and then uploaded in the NGI online community, or other storage systems to share the information of the project, as per included in the Data Management Plan (D5.2).

Each partner is responsible for all obtained data during their processing and acquisition in their own organization.

The NGI4ALL project coordinator and FundingBox, assisted by the WP leaders will be responsible of updating this document and develop a strategy to encourage:

- the identification of the most-suitable data-sharing and preservation methods;
- the efficient use of data assuring clear rules on its accessibility;
- the quality of the data stored and
- the storage in a secured in a user-friendly interface.

4.3 COST AND POTENTIAL VALUE OF LONG-TERM PRESERVATION

As stated in section 4.1. costs of data storage and maintenance are not going to require extra funding once the project ends. As per the value of the data, it is important to take into account that the topics covered by the project respond to a current need of the involved stakeholders in the development of Next Generation Internet technologies and are related to the technological advancements of the tech areas covered by NGI. Therefore, data coming of this project will have a direct impact in the coming years, but might not be of relevance as the challenges are being tackled or replaced by other priorities.



5 APPLICATION DATA SECURITY

5.1 NGI COMMUNITY PLATFORM

NGI will collect data of community users, through an online form within FundingBox Platform which will be used during the communication and community management actions related to NGI Community and other administration processes managed by FBOX, such as registration to events or specific open calls to participate in other actions like the Ambassadors Programme. Data will be deposited and secured in the FundingBox platform. The information will be captured through online forms and will be recorded and stored in FundingBox Cloud infrastructure as an object database. The information will be accessible through an online Dashboard application and only the anonymised data will be downloadable in csv and xls formats. Only authorised users will be allowed to access the data sets via authentication.

The FundingBox platform applies technological and organizational measures to secure processing of all data in particular personal data against publishing to unauthorised persons, processing in violation of the law and change, loss, damage or destruction.

- **Information security:** SSL (Secure Socket Layer) certificates are applied. In order to ensure the appropriate level of security, the password for the account will exist on the platform only in a coded form. Registration on and logging in to the platform proceeds in a secure https connection. Use of password to access data sets: the FundingBox platform offers 4 different access levels/roles (administrators, developers, evaluators and guests) to secure access to data by unauthorised users. Communication between the User's device and the servers will be encoded using the SSL protocol.
- **Options for reading data:** the platform offers the possibility to make data available in a read-only or downloadable format, hindering the access to information by unauthorised users. Once an Open Call finishes information is archived, so it's no longer publicly accessible, only administrators will have access to the historic data in a read-only mode.
- **Back-up policy:** complete and redundant back-ups are done every hour. Moreover, every time a modification is done an older version is saved.
- **Accidental deletion or modifications:** in case of a catastrophic event that implies the partial or complete deletion of the data sets, the data from the most recent back up will be automatically restored (back-up won't be older than 60 minutes). In case of accidental deletion or modification only the most recent document will be restored, so in case of accidental changes or deletion data can be easily recovered.
- **Deletion or modification of data by users:** only administrators have the rights to delete or modify the information included in the datasets. Under exceptional circumstances administrators can be given the permission to delete applications (utilities offered by the FundingBox platform) but the user responsible of its creation will be notified before doing so.
- **Deletion of data by participants in open calls:** users having started the application process can withdraw any time using the FundingBox platform before the deadline for submission.
- **Terms and conditions:** the FundingBox platform have specific terms of use and conditions that have to be accepted by all users of the platform. If the changes are not accepted, the user can remove the account contacting privacy@fundingbox.com



- FundingBox platform, in order to pay even more attention to data and privacy, has changed Terms of Services and Privacy Policy. Starting **from 03.07.2020 new regulations enter into force**:
 - Instead of one Terms of service document, there is one document with the General Terms of Services, describing a general overview of the Services and Account management, and more detailed, shorter documents for each type of service (in this case, FundingBox Spaces is the applicable service to the NGI community)
 - The Privacy Policy was rewritten, to make it clearer and more understandable; didn't extend the scope of data processing, just changed the wording and document structure, highlighting provisions related to the privacy within our Services;
 - Modified the user panel to help the navigation of the accounts and privacy settings;
 - Added a "Library" where the user can find and download all the regulations and policies.
- Full text of the documents can be found at fundingbox.com/trust:
 - Terms of service: <https://fundingbox.com/trust/terms> (see details in Annex A)
 - Privacy policy: <https://fundingbox.com/trust/privacy> (see details in Annex B)

Each partner is responsible for all obtained data during their processing and acquisition in their own organization. Each partner is obliged to implement appropriate security measures to ensure the confidentiality of the data.

5.2 NGI PORTAL

NGI Portal, managed by Martel, applies technological and organizational measures to secure processing of all data in particular personal data against publishing to unauthorised persons, processing in violation of the law and change, loss, damage or destruction.

- **WordPress:** It has been used WordPress (WP) to build NGI Portal. This content management system (CMS) uses the latest technology about PHP and MariaDB for the business logic and database respectively. WP provides a lot of plug ins in order to grant a great security both for the content and users. In fact, plug ins such as anti-spam, anti-SQL injection, anti-brute force attack etc. can help to prevent spam and the most common attacks. Moreover, WP provides different access roles, in order to grant the right permissions to the right users.
- **GDPR:** NGI Portal respects the latest European laws about Privacy. In fact, all users (registered and guests) can manage their private data and choose what their data like to share with other third parties (Google, Facebook, etc.). All information is available at these URLs: <http://ngi.eu/privacy-policy> and ngi.eu/cookie-policy
- **SSL connection:** a user can access NGI Portal only via an encrypted connection (https), in order to add a second security layer between the user and NGI Portal.
- **Passwords:** users' WP passwords are encrypted through RSA technology, so no one can decrypt them. Neither an WP administrator.
- **Backup:** complete and redundant backups are done regularly. Moreover, every time a modification is done an older version is saved.



6 PUBLIC FUNDING DISCLAIMER

All data produced within the framework of the project will inform of the funding source by adding the following disclaimer and EU flag in one of the following configurations:

Option 1

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 825354”



Option 2



The NGI (Next Generation Internet) initiative is powered by the **Digital Single Market of the **European Commission**.

The **NGI Community Platform** is run by **NGI4ALL** project funded by the European Union's Horizon 2020 programme under the Grant Agreement no 825354.



7 CONCLUSIONS

As described at the beginning of the document The NGI4ALL Data Management Plan provides detailed information on the procedures that will be implemented for data collection, storage, protection, retention and destruction and confirmation that they comply with national and EU legislation, all along the project implementation (From January 2019 until December 2021).

The Consortium has defined the following timetable for reviewing the DMP:

- The initial DMP took into account the requirements of the General Data Protection Regulation (GDPR), that is applicable as of May 25th 2018, and has introduced multiple changes with respect to the former legislation (i.e. Directive 95/46/EC) regarding to 'protection of the fundamental rights and freedoms of natural persons and in particular, their right to the protection of personal data', and Directive 2002/58/EC on privacy and electronic communications (M6);
- The current version is the second update of the DMP, to be submitted at mid-term after the Interim Report (M18);
- a third update of the DMP will be done before the end of the project in order to add information on how data will be administered once the project finishes, and after the Final Report (M36).



REFERENCES

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- [2] Pagano, P., Candela, L. and Castelli, D., 2013. Data Interoperability. *Data Science Journal*, 12, pp. GRDI19–GRDI25



APPENDIX A: TERMS AND CONDITIONS FOR USING THE FUNDINGBOX PLATFORM

GENERAL TERMS OF SERVICE

Effective day 3 July 2020

The FundingBox Platform was created to empower innovators and makers. Its goal is to be the guide for every entrepreneur in the quest for growth. Through specialised communities and open calls, FundingBox provides access to funding opportunities, knowledge, and connections, supplying “scale ups” (startups and tech SMEs) with simple and personalised access to both public funding and interactive tech communities.

The FundingBox Platform is addressed to professionals.

Services

The FundingBox Platform integrates the following Services:

- FundingBox Spaces and Communities: The complete collaboration tool that empowers communities to build knowledge and network
- FundingBox Enterprise: Open call management and support services to launch your open call or challenge or to create forms to collect data and information
- FundingBox Meetings: Privacy-first audio and video conferences
- FundingBox Mobile apps: To access to our Platform and all its content and services from your mobile device

You are free to choose which of them you will use.

Who we are and how you can reach us

The owner of the FundingBox Platform and the Service Provider is FundingBox Accelerator Sp. z o.o. with its registered office in Warsaw (02-305), Poland, Al. Jerozolimskie 136 (“FundingBox”); entered into the National Court Register, Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division under KRS number 0000447935, VAT EU: PL 7010366812. FundingBox Accelerator Sp. z o.o. is part of The FundingBox Group S.L., Spain.

In all matters related to FundingBox Platform you can contact us quickly and efficiently by e-mail: support@fundingbox.com (for all technical issues and suggestions) or privacy@fundingbox.com (for all issues related to your privacy).

Rules that govern the FundingBox Platform

The use of the FundingBox Platform is subject to certain rules and regulations. Rules are clear and open - there is no small print. Please spend a few minutes reading them before you start using our Services or register an account.

There are three pillars that govern our Platform:

- [General Terms of Services](#) state the general terms and conditions for the provision of the Services by FundingBox to Users, as well as the rights and obligations of Users and FundingBox.
- [Privacy Policy](#) describes how we take care of personal data and how we process them.
- [Cookie Policy](#) describes how we deal with cookies and how you can manage them.



Because each of our Services is different, above rules are supplemented by the rules specific for each Service. Such regulations may contain exceptions to these [General Terms of Services](#), in which case the specific terms of use shall prevail and these [General Terms of Services](#) shall be applied accordingly.

While using any of our Services you accept the rules and oblige to comply with them. If you don't agree to them - please **do not** register and do not access or otherwise use any of the FundingBox Services.

To help you navigate in this formal part we prepared a library where you can view and download all the documents.

These General Terms apply to all FundingBox websites under which we provide the Services (called "the FundingBox Platform" or "the Platform"):

- Fundingbox.com (and its subdomains),
- Fundingbox Spaces mobile app:

<https://apps.apple.com/pl/app/fundingbox-spaces/id1397322643/>

<https://play.google.com/store/apps/details?id=com.fundingbox.spaces>

Definitions - what we mean when we use certain words

We believe that it is important to have a common understanding of what we are talking about. So when we mention any of the terms below, we mean the description assigned to it:

- Account: The part of the Platform that, upon registration, is assigned just to you. Within the Account, the Registered User may enter and manage data, give or withdraw consents (see more on [Privacy Policy](#)) as well as use the Services dedicated to Registered Users. Within the Account, data pertaining to the User and its activity within the Platform are collected. The Account is rendered by electronic means and is free of charge.
- Consumer: A natural person who is acting for purposes which are outside his trade, business, craft or profession, speaking more formally a natural person who meets the criteria stated in EU consumer directives (e.g. directive 2011/83).
- Contract: An agreement for providing electronic services between FundingBox Accelerator Sp. z o.o. (service provider) and the User (you) concluded while you register on the Platform and create an Account.
- Data controller: A person or entity that decides how your data are processed. Speaking more formally, the natural or legal person, public authority, agency or another entity which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
- Data processor: The natural or legal person, public authority, agency or other entity which processes personal data on behalf of the controller.
- Registered User: The user that accepted these [General Terms of Services](#) and Privacy Policy, completed registration and confirmed the Account (Registered Users are "Members").
- Services: All services provided through the FundingBox Platform.

Contract

By registering an Account, **you enter into a legally binding contract** with FundingBox Accelerator Sp. z o.o. for provision of the Services by electronic means concluded by and between the Service Provider and the User. Before you conclude the Contract, you should read these [General Terms of Services](#) and [Privacy Policy](#).



To conclude the Contract you shall have full legal capacity (depending on your local law requirements).

The Contract is concluded for an indefinite period. You can terminate this Contract at any time by closing your Account and no longer accessing or using our Platform (about termination see section 8 below).

Services provided by FundingBox are free of charge unless it is otherwise stated in the specific Terms of Use relating to particular Services.

The Contract is concluded on the basis of the Polish Act of 18 July 2002 on providing electronic services which implements Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce'). This, of course, does not exclude - in the case of Consumers - the provisions of the law applicable to contracts with consumers. See below provisions on applicable law.

How the Contract is concluded

The Contract is concluded upon registration. To register you should follow a few simple steps:

- complete the registration form on the website (<https://fundingbox.com/signup> or any of the open call microsites) and similarly on the app; we value your privacy so we ask only for a minimum set of data: e-mail address, first name, last name, but it has to be **your real data**), create username and access password;
- read the content of these [General Terms of Services](#) and the [Privacy Policy](#) and confirm that you accept them;
- press the "Sign up" button;
- pick up an e-mail with a link verifying the correctness of the e-mail address that we will send you (you must have an active e-mail account); and
- confirm the correctness of the email by clicking the activation link.

The Contract is concluded when the "sign up" button is selected. After registration is completed you officially become a Registered User and you will be **able to enjoy all Platform functionalities**.

If you don't confirm your Account within 60 days, we will delete your data and your Account will be deleted as well.

By completing and sending the Registration Form and making authentication, you declare that the data you provided are complete, true and don't not violate any third party rights. Creating an Account with false information is a violation of our [General Terms of Services](#).

The User can also use an external authentication service (e.g. Facebook Connect, LinkedIn), which allows to set up an Account and gain access to it.

Please take into account that you will not be able to change your username. You will be able to change all other details on your account except this. Your username will be visible to other Registered Users and in some cases (stated in [Privacy Policy](#)) also for Unregistered Users.

How you should use your Account

You are solely responsible for anything that results from the use of your Account.

You are free to choose **which Services you want to use** and **what kind of information you will include in your profile** and **with whom you will share it**. Through activation of relevant options in the Account settings, you can easily decide what kind of notifications or digests you want to receive. You may completely resign from receiving the notifications or digests, although we still might send you information required by law or necessary for the performance of the Services (like updates of these General Terms, security warnings etc.).

The FundingBox Platform is addressed to **professionals, so is should be used only for professional purposes** and in connection to your professional or business activity;



You probably know it, but we remind you to choose a strong and secure password and not to disclose it to anyone. The User bears sole responsibility for any damage caused as a result of its disclosure to a third party. You shall inform FundingBox about any unauthorised entry or use of your Account. It will help us to secure your Account and monitor unauthorised actions within the Platform.

By registering an Account, you agree to comply with the provisions of these General Terms of Services and [Privacy Policy](#), as well as general rules of principles of social coexistence. Respect those Terms and [Privacy Policy](#) as well as other Users and treat them in a way you would like to be treated.

Your Account belongs to you - so you can't transfer it to any other person.

What is not acceptable

You are free to use our Platform. If you decided to do it, regardless of whether you are a Registered or Unregistered User, you are obliged to follow these few basic rules:

- provide true and up-to-date information and personal data; the content you provide or distribute cannot be fraudulent, false, or misleading;
- comply with applicable laws and good practices;
- respect the rights of others, including privacy and intellectual property rights;
- don't harass, bully or threaten others, or incite others to do so;
- don't undertake any activities that may abuse, harm, interfere with, or disrupt the functioning of the Platform and the use of the Platform in a manner inconvenient for FundingBox or other Users;
- don't copy, modify, distribute, transmit or otherwise use any works and databases made available on the Platform, except for using them under fair use;
- don't send spam,
- don't publish advertisements for goods and services and any commercial information not related to the purpose of the Platform.

These are the general usage limitations of the Services. In the Specific Terms of Use of particular Services you will find additional details about their usage.

FundingBox's obligations

FundingBox provides a range of professional services for the entrepreneurial ecosystem. Our Services are focused on access to funding opportunities, knowledge and connections, supplying "scale ups" (startups and tech SMEs) with simple and personalised access to both public funding and interactive tech communities.

FundingBox constantly develops and improves its services and expands funding opportunities. Therefore, we change our services from time to time, adding or removing new features and functionalities, start offering new services, broadening our offer.

If we make substantial changes to a service or stop offering one, we'll provide you with a reasonable advance notice.

Unregistered Users

Unregistered Users can use some functionalities of the Platform and see some of its content. Before doing so, they should also read these [General Terms of Services](#) and [Privacy Policy](#) and comply with their content to the extent that they also apply to Unregistered Users.

Unregistered Users can only:

- browse open FundingBox Platform content, i.e. open (public) Communities and their Spaces; Registered Users' profiles to the extent that an individual User has chosen to disclose this information through their Account;
- browse Open Calls microsities;
- attend Live meetings created under DM Group/Spaces;



- use meetings.fundingbox.com tool.

Advertising

We send marketing information concerning Projects we implement. You are free to choose if you want to receive such communication. We don't show commercial ads ordered by third parties nor collect data for such a purpose.

For the details please check our [Privacy Policy](#).

Technical conditions

In order to fully enjoy the functionalities of the Platform, you should satisfy the following minimum technical conditions:

- a device with the Internet access which enables displaying the Platform interface,
- an installed and updated Internet browser: Microsoft Edge, Opera 22.0 or higher, Mozilla Firefox 52.4 or higher, Apple Safari 10.2 or higher and Google Chrome 34.0 or higher,
- an active and valid e-mail account,
- enabled JavaScript and Cookies support.

The e-mail address is inextricably linked to the Account and is the main form of your identification. We will also use it to contact you in all matters related to the provision of the Services. During registration, we verify that the person has provided an e-mail account. Therefore, if you contact another User, you must consider this (limited) nature of identity confirmation.

Using the Platform may involve standard risks related to the use of the Internet and you should take appropriate steps to minimise them.

Your password must be at least 8 characters and should contain at least one uppercase letter, at least one lowercase letter and at least one digit (ex: !!FundingBox007.).

If we change the Regulations...

In FundingBox we demand more and more from ourselves. We know that you want us to provide you with better services. Therefore, we are constantly developing and improving existing functionalities and services, as well as adding new ones. It might affect these General Terms of Services and [Privacy Policy](#). Therefore, FundingBox reserves the right to change these [General Terms of Services](#) for the following reasons:

- if the change is necessary due to a change of the commonly binding laws;
- fulfillment of the obligation resulting from a legally final and valid court ruling or decision of administrative bodies;
- changes introduced for safety reasons, including those intended to make it impossible to use the Services in a manner which is at variance with law or these [General Terms of Services](#);
- changes in the operation of the Platform or the Services provided via the Platform, including the ones connected with new functionalities, technical or technological progress, e.g. the changes in the FundingBox systems;
- changes in the business model of providing the Services.

We believe that an increase in the safety level of the Platform is always advantageous and shall not constitute a change of the regulations and does not require prior notification.

In case of significant changes, we will inform you about updated General Terms of Services 14 days before they get into force. Communication will be sent to your main e-mail address. In case of minor changes, we will include a relevant notice at the Platform.

If you don't accept changed conditions, you can terminate the Contract by deleting the Account or by sending such information on the following address privacy@fundingbox.com. We will



treat further use of the Platform as acceptance of the changes from the date of their entry into force.

Termination of the Contract

How you can terminate the Contract

You may terminate the Contract at any time without giving a reason. To terminate the Contract, you can choose any of the procedures below:

- send a request to FundingBox by e-mail: privacy@fundingbox.com (to make the process effective, you should use the e-mail address the Account has been registered for);
- delete your Account using **Delete my Account** option within the User panel;
- send a request to our Warsaw office (by post).

The denunciation shall take effect upon its receipt by FundingBox. You will be notified by FundingBox via e-mail about the fact of deleting the Account.

If you are a Consumer, please check your additional options [here](#).

When FundingBox can terminate the Contract

There are three main situations when FundingBox can terminate the Contract, block or delete your Account:

- if you breach the provisions of these [General Terms of Services](#), Privacy rules, legal regulations, or perform other actions affecting the legally protected property or third party rights; or
- if the court or other authority issue a legally binding decision to do so; or
- if we decide to close the FundingBox Platform or stop providing given services.

We will notify you via e-mail about the fact of blocking or deleting the Account.

FundingBox reserves the right to close the Platform. We will notify Users about it 60 days in advance to the address provided on the Account by the Registered User.

Suspension of the Account - it is an option

If you don't want to remove your Account, you can suspend it using the **Suspend my Account** option in the User Panel. Suspended Account still exists on the Platform, you have access to the data collected there but it is not active. You can put it back to life at any time.

Complaints and infringement notifications

If you have complaints regarding the operation of the Platform or you noticed abuse of our rules by other Users, or your rights has been violated or threatened by another User, you can report them to the following e-mail address: support@fundingbox.com

In each complaint, please describe the reason why it is filed, as well as the date and time. We will do our best to deal with your complaint within 14 (fourteen) days from its receipt. We will respond to the complaint via e-mail address indicated on the Account.

In case that we received reliable information on the unlawful nature of data or activity related to them, we might prevent access to such data, without giving prior notice to the User who has placed such data on the Platform. In such cases, FundingBox shall not be held liable for any damage resulting from preventing the access to such data.

Consumer rights

The rule is that our Services are dedicated to the professionals for the use within their professional activity. If you are a Consumer, you can check on your rights here.

Intellectual property rights and right of the third

Within The FundingBox Platform you can send messages and share information in various ways (on your Profile, Spaces, Communities, through adding links and articles and other activities). Information and content that you share or post may be seen by other Users. You



are free to choose who can see this content to **the extent** that appropriate settings are available. In the case of open Communities, all Users will see what you share. Specific Terms of Use of particular Services set out detailed rules on how we may use the content you provide. We are not obliged to publish any information or content by means of our Service and can remove it at our sole discretion, with or without notice.

By using our Services, you agree to provide content or information that does not violate the law or anyone's rights (including intellectual property rights). FundingBox may be required by law to remove certain information or content.

Because each service is different, there are specific provisions that apply to each service. Please check those provisions [here](#) and [here](#).

We don't authorise Users to publish any elements of the Platform or materials provided on the Platform to which he/she does not hold right, without the prior written consent of FundingBox. Users shall not have the right to record and copy the Platform on any storage carrier.

Liabilities

We strive to provide IT infrastructure and ensure efficient technical operation of the Platform. However, we do not provide any guarantees of the quality of the Services and the absence of errors or disruptions in their functioning.

With respect to consumer regulations, each Service is provided "as is" and FundingBox gives no warranty of any kind, express or implied, including the results that may be obtained from the use of the Services, regarding the accuracy or reliability of any information obtained through the Services, or that the Services will meet any User's requirements or expectations, or be uninterrupted, timely, secure or error free.

We attach the utmost importance to the standard of confidentiality and data security within the Platform. Although you use the Services, adding or downloading data and publishing through the Platform is at your own discretion and risk.

To the maximum extent permitted by applicable law, in no event will FundingBox be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support, whether arising in tort (including negligence), contract or any other legal theory.

You bear exclusive liability for your activity on the Platform towards third parties and you undertake to discharge FundingBox from any liability on that account.

FundingBox shall not be held liable for any damage resulting from the operation of the Platform related to circumstances remaining beyond its control, and shall not be held liable for any damage related to:

- any acts or omissions of Users or third persons, in particular infringing the provisions of these [General Terms of Services](#);
- subject and provision of Open Calls organised by third parties;
- lack of access to the Platform for third persons resulting from reasons attributable to the User ;
- disclosure by the User of the username or password for his/her Account to third persons;
- the activity of malware illegally provided to the Platform by the User or third persons.

FundingBox shall not bear any liability against the User for damage caused by the unintentional fault and shall be liable for the damage only to the extent of actual losses incurred by the User who is not a Consumer.

FundingBox does not verify links shared by Users on the Platform and shall not be held liable for the content of websites connected in such a way with the Platform. The User uses such websites at its own risk.



FundingBox shall not be liable to the User breaching these General Terms for any damage caused as a result of ceasing to provide Services to them, including as a result of removing the Account.

Final provisions

Should any of the provisions of these [General Terms of Services](#) be deemed invalid, illegal or unenforceable, then the validity of the remaining part of these General Terms of Services remains intact.

Within the Platform, we use English as the official language. All documents are provided in English. All requests and complaints should also be in English. To the extent allowed by law, the English language version of this Contract is binding and possible translations are for convenience only. This Contract (including additional policies and these [General Terms of Services](#)) is the only agreement between us regarding the Services (contract for providing commercial services will be signed separately if you order such services)

Taking into account the restrictions and rights resulting from consumer regulations, the User may not assign or transfer this Contract (or your membership or use of the Services) to anyone without FundingBox's prior written consent. However, you agree that FundingBox may assign this Contract to its affiliates without your consent.

To any matters not specified in these [General Terms of Services](#), relevant provisions of the Polish law shall apply. Polish law is also the governing law for liabilities resulting from the Contract and these [General Terms of Services](#). EU law applies as far as the protection of personal data is concerned. However, this does not exclude consumer rights that arise from the provisions determining the applicable law and jurisdiction in the case of contracts with consumers.

The parties shall attempt to settle any dispute resulting from performance of the provisions of these [General Terms of Services](#) in an amicable way. In the absence of agreement, disputes shall be settled by a common court having jurisdiction over the registered office of FundingBox.

FUNDINGBOX SPACES AND COMMUNITIES SPECIFIC TERMS OF USE

Fundingbox Spaces and Communities - what is it?

FundingBox Spaces and Communities Service (FundingBox Spaces) is a complete collaboration tool that empowers communities to build knowledge and networks. FundingBox Spaces allows building customisable Communities with very easy-to-use software.

Within FundingBox Spaces you can:

- create, join and participate in Communities;
- connect and communicate with other Users via chats and privat DM (Direct Messaging) Groups.

FundingBox Spaces Service is free of charge. It is provided as described in this document (hereinafter "Specific Terms") and its updates.

FundingBox Spaces and fundingbox.com Platform - what you should know

FundingBox Spaces is one of the Services available within fundingbox.com Platform. You can choose to:

- register on fundingbox.com Platform and use FundingBox Spaces as a Registered User - you will gain access to full range of FundingBox Spaces functionalities;
- or
- access FundingBox Spaces as an Unregistered User - you will gain access to the FundingBox Spaces content available without registration.



In both cases you accept the FundingBox Platform [General Terms of Services](#) and [Privacy Policy](#), as well as these Specific Terms dedicated to the FundingBox Spaces.

FundingBox Spaces Service is provided by FundingBox Accelerator Sp. z o.o. with its registered office in Warsaw, Poland. FundingBox Accelerator Sp. z o.o. is part of The FundingBox Group S.L., Spain.

In all matters related to the FundingBox Spaces you can contact us by e-mail privacy@fundingbox.com or support@fundingbox.com.

In all cases not described in this document, the [FundingBox Platform General Terms of Services](#) and [Privacy Policy](#) apply. If you don't accept those, please avoid using the Service.

Definitions - what we mean when we use certain words

We believe that it is important to have a common understanding of what we are talking about. So, when we mention any of the terms below, we mean the description assigned to it:

- Community: A group of people sharing or having certain attitudes and interests in common who use the Internet to communicate, work together and pursue their interests over time. Every Community is shaped by Spaces and Collections. Spaces are live chats for holding conversations and the Collections are the repositories where the information is gathered for easier access and consumption. In other words, it is a social channel dedicated to specific topics, for example Smart Mobility, Robotics, Decentralised Technologies or Circular Economy. Within a Community, members can share content (Spaces) and archive it (Collection).
- Community manager: An entity that is responsible for the given Community.
- Data controller: A person or entity that decides how your data are processed. Speaking more formally, the natural or legal person, public authority, agency or another entity which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
- Data processor: A natural or legal person, public authority, agency or other entity which processes personal data on behalf of the controller.
- General Terms of Service and Privacy Policy: Documents that are superior to these FundingBox Spaces Specific Terms of Use and FundingBox Spaces Privacy Policy.
- Registered User: A user that accepted [General Terms of Services](#) and [Privacy Policy](#), completed registration and confirmed the Account (Registered Users are "Members").
- Service: FundingBox Spaces and Communities
- Space: An online service or channel that enables text messages to be translated in real time between participants. Community Spaces are conversational areas designed for messaging, sharing articles, questions and files, hence making people and knowledge accessible all the time. They are accessible to all the members of a Community when public or to a restricted number of them when made private.
- User: General term including Registered and Unregistered Users.
- Unregistered User: Users who have not created nor confirmed the Account (Unregistered Users are "Visitors").



FundingBox Spaces - how it works

Registered vs. Unregistered User

You can use **FundingBox Spaces** as a **Registered or Unregistered User**.

As a Registered User, you can do more. To enjoy the full range of **FundingBox Spaces** functionalities, you should register an Account.

Unregistered Users can only navigate through public content and communities while Registered Users can actively **create the content** on Spaces, **make contacts**, run **conversations** and **create their own Communities** within **FundingBox Spaces**.

By using this Service (both as Registered or Unregistered User), you agree to comply with the provisions of fundingbox.com [General Terms of Services](#) and [Privacy Policy](#), these Specific Terms, as well as general rules of principles of social coexistence. Observe the General and Specific Terms and [Privacy Policy](#), and respect other Users and **treat them the way you would like to be treated**.

FundingBox Spaces - what you can do

You can choose and decide how and under what shape you want to use FundingBox Spaces. You can:

- join an existing Community;
- comment, publish, browse and chat and interact with the Community you joined;
- browse an open Community/Space or a Community/Space that you joined as a Registered User;
- build your own Community;
- connect and communicate with other Users with chats and private DM (Direct Messaging) Groups;
- build your individual contact network with other Platform Registered users.

Communities, Spaces - what we are talking about

Spaces are focused on communication within the Platform, and Communities - on community building.

Each Space is a live chat channel which covers

- Spaces: Many-to-Many chat channel within a Community (public or private);
- DM messages: 1-to-1 chat channels;
- DM Groups: Many-to-Many private chat channels (outside Communities).

All conversations are held in real time.

There are two types of Spaces:

- **public Spaces** - they are visible to all Users - both Registered and Unregistered, regardless of whether they are Spaces members; each user of the Internet can see its content.; only Registered Users can join the conversation; if a Community is public, Spaces are public as well; the Community manager may decide to create private Spaces for specific purposes, for example to coordinate the management of the Community in itself among the different people or organisations involved;
- **private Spaces** - all DM messages and DM Groups are visible only to the ones who participate in them.

There are two types of Communities:

- **open Communities** - they are visible to all Users - both Registered and Unregistered, regardless of whether they are members of such a Community; each user of the Internet can see its content; the Community owner defines whether a given Community will be open or private while setting it up; the Community owner can change visibility of the Community during its lifetime;



- **private Communities** - they are visible only to the Registered Users who are members of this Community. The Community owner defines that its Community will be private while setting it up, The Community owner can change visibility of the Community during its lifetime.

You can easily check the status of the Community you are interested in in the User Panel. The Community owner is responsible for informing you in advance of a status change.

How to join a Community

Communities are open by default. You can access them (unless they are set as private) and access the content of the Spaces. You may want to join a Community if you want to be involved, participate and receive updates about it. To join a Community, you only need to click the button, join the Community and register in it. The Community owner will define if you need to provide just your Username or some additional information.

To join a private Community, you need **an invitation from its owner**.

Building your own Community

You can set up your own Community. It might be focused on your point of interest or your project. While setting up your own Community **you take responsibility** for its content and compliance of your Community members with these FundingBox Spaces Specific Terms and Privacy and General Terms and [Privacy Policy](#).

As a Community owner you can define it and give it the shape more convenient for your purposes. You can define the Spaces (live chat channels), the collections you want to activate to collect the content, the look and feel, etc.

You can decide whether your Community will be open - accessible for everyone (including Unregistered Users) or closed (available only to its members). As a host of the Community **you establish its rules** - but they have to be compliant with the [General Terms of Services](#) and these FundingBox Spaces Specific Terms. You should publish your Community rules in a dedicated section. You are fully responsible for providing Community Users with updates in the Community rules (for example if you change the Community status from private to public).

We are responsible only for the technical maintenance, security of the data on the Platform, and technical aspects of it. But **we can delete or block your Community if you breach** the General Terms of Services and FundingBox Spaces Specific Terms, or activity within your Community breaches those rules (with a special focus on the rules of the section 3).

We might help you to set up the Community and manage it - this is a paid service, for the details please contact marketing@fundingbox.com

Functionalities - our Communities have powers

Within Communities, you can interact with others on many different levels. Communities create an ecosystem where players interested in a topic are able to gather, talk, share and network. Spaces enable real-time communication. Collections gather the knowledge and make it accessible to the Users.

Communities allow you to connect and chat with other members, to video call them, and to get to know and join other Communities that may be of your interest.

You can also create private chats, private Communities, manage your settings to receive just the amount of information you want and make decisions regarding your privacy.

When a Community comes to an end

All good things might come to an end. So does a Community. To close a Community, its owner should change the Community status to "archived" in the Admin panel. This way all the content will be frozen; the owner will keep access to the content but no new content will be allowed. There is also an option to un-archive it. The Community owner is able to export the content at any time.



A Community might be closed and its content permanently deleted upon Community owner's request.

When you want to make a call

Our Platform enables you to make a voice call and videoconferencing. The teleconference tool is provided via <https://meetings.fundingbox.com> under separate Terms.

Manual

To help you navigate Communities, we provide you with some tips and guidelines which are available [here](#).

What you can't do while using our Service

We believe in freedom on the Internet. We also respect the rights of third parties as well as rules of law. You are free to use our Platform but if you decided to do it, regardless of whether you are a Registered or Unregistered User, you are obliged to follow these few basic rules; **you can't**:

- create, upload, share or distribute any content that **exploits or abuses children**; this includes all child sexual abuse materials; if you believe a child is in danger of or has been subject to abuse, exploitation or trafficking, contact the police immediately and inform us;
- promote, transmit, organise, or engage in activities that cause or might cause serious and immediate physical harm to people or animals, or share or distribute violent or gory content involving real-life people or animals that is primarily intended to be shocking, sensational, or gratuitous;
- promote, transmit, organise, or engage in **illegal activities** under any applicable law or regulation, **including terrorism, human trafficking, sexual abuse**;
- create or distribute sexually explicit material, such as nudity, graphic sex acts, and pornographic content;
- create or distribute content that is fraudulent, false, or misleading;
- **harass, bully or threaten others**, or incite others in these activities;
- **promote or use hate speech** (understood widely as content that promotes or condones violence against or has the primary purpose of inciting hatred against an individual or group on the basis of their race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or any other characteristic that is associated with systemic discrimination or marginalisation);
- transmit malware or any content that harms or interferes with the operation of the networks, servers, end user devices, or other infrastructure; this includes the direct hosting, embedding, or transmission of malware, viruses, destructive code or other harmful or unwanted software, or similar content, also content that transmits viruses, causes pop-ups, attempts to install software without the user's consent, or otherwise impacts users with malicious code;
- spam,
- abuse this Service and do harm, degrade, or negatively affect the operation of networks, devices, or other infrastructure; this includes degrading, disabling, or negatively interfering with any aspect of the Service or its features;
- transmit through the Service any material **that may infringe the intellectual property or other third-party rights**;
- engage in any activity or use of the Service in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service, or any servers or networks connected to the Service or FundingBox security systems;
- use the Service in violation of any applicable law.



- You are not authorised to reproduce, resell, or distribute the Service unless specifically permitted to do so under a separate agreement with FundingBox Accelerator Sp. z o.o.

Breaching of the above rules may result in the blocking of your Account and disabling the use of FundingBox Spaces. Illegal and/or abusive content will be removed. FundingBox doesn't use a scoring mechanism dedicated to finding infringement (illegal and/or offensive content or behaviour).

Intellectual property and third-party rights

Within FundingBox Spaces you can send messages and share information in various ways (on your profile, Spaces, Communities, through adding links and articles and other activities).

We are not obliged to publish any information or content through our Service. We can also remove it at our sole discretion, with or without notice. Content that infringes law or third-party rights might be removed without notice.

Content visibility

Information and content that you share or post may be seen by other Users (in case of open Communities - by undefined number of Internet Users, in case of private Communities - by its members). You are free to choose who can see this content **to the extent** that appropriate **settings are available**. In case of open Communities all Users will see what you share. Terms of particular Services specify the detailed rules on how we may use the content you provided.

Rights of third parties

Within Communities and Spaces, you can publish articles, create posts, add photos and graphics and provide different content that might be covered by your intellectual property rights (in particular copyrights) or third party rights (for example, author of an article, graphic, photo, person who is on the picture).

By using our Services, you agree to provide only content or information that does not violate the law or anyone's rights. Rights of third parties cover not only their intellectual property rights but also their image, opinion, reputation, right to keep privacy. So make sure that before you publish information related to someone else, you **get proper authorisation to do so**.

Authorisation to use your content

While sharing materials on FundingBox Spaces you grant FundingBox Accelerator Sp. z .o. and its affiliates licence to use it. It means that we might use the content you provided for our purposes. The licence you grant is:

- unlimited with regard to territory and time (so we can use it wherever and whenever),
- free of charge (you are not entitled to remuneration for use of the content),
- non-exclusive (you can grant it to others),
- with the right of sublicensing (we can grant further licence),
- permitting the use of Works in the following fields of exploitation, including in particular: recording, copying, performing in public, displaying, playing, broadcasting and publishing them in such a way that they are available to anyone at any discretionary place and time, in particular, in order to promote the operation of the Platform.

In any case Content remains your property.

You also authorise FundingBox free of charge to place on the Platform your name or trademark, or name or trademark of your company, or open call or project provided by it, in our information and promotional materials.

Above authorisation is effective upon sending this content to the Platform, in a way not limited with regard to territory and time.

Our IPR



You may not publish any elements of FundingBox Spaces or materials provided on Spaces, to which you don't hold right, without our (or third party) prior written consent.

Users don't have the right to record and copy the Platform on any storage carrier.

Infringements - if someone uses your content

If you believe that someone is infringing your rights, please send us a notification privacy@fundingbox.com so we can take further steps.

FundingBox may be required by law to remove certain information or content.

Complaints

In the event that you have any complaints regarding FundingBox Spaces, please follow the complaint procedure described in the [General Terms of Services](#).

Privacy

All privacy issues related to FundingBox Spaces are described in the Privacy Policy. In addition to its general provisions, we added a dedicated section related to FundingBox Spaces.



APPENDIX B: FUNDINGBOX PLATFORM PRIVACY POLICY

PRIVACY POLICY

Effective day 3 July 2020

While using our Platform you share with us your personal data, information about your business activity and other content that is valuable to you. And you have the right to know how we treat your data and how we process them.

In this Privacy Policy we want to provide you with a detailed guide on the scope of information we collect, why we do it, how we process them and what happens when you decide to remove your data from our Platform.

FundingBox acts with respect for the right of any person to protect its privacy. We respect your right to choose what you want to share. We don't use small print. We believe you deserve full transparency. If you want to know more about our Privacy Policy - we are ready for your questions, just drop us an e-mail at privacy@fundingbox.com

What is covered by this Privacy Policy and when it applies

This Privacy Policy is an integral part of the General [Terms of Service](#) provided by FundingBox Accelerator Sp. z o.o. and applies every time you use the FundingBox Platform. These two documents supplement each other and form a whole. If you don't agree with this Privacy Policy, please refrain from using the Platform.

In the matters not covered by this Policy, [General Terms of Service](#) apply.

In this Policy we describe what kind of data we process, what happens with your data collected and processed within the Platform, how you can find out what we know about you, and how you can delete your data.

Specific, more complex rules apply to each of the FundingBox Services. To find out more about them, please check our library.

This Privacy Policy applies when you use FundingBox Services. Our Platform allows Users to share information and make contacts, so the Platform may contain references and links to other websites, which are not controlled by FundingBox and to which separate rules apply. We can't take any liability for the consequences of using such references and external links by Users.

In all matters regarding personal data, you can contact us at privacy@fundingbox.com.

GDPR

Much has been said about GDPR, so not to bore you, we will point out the most important facts to have a common understanding:

- Automated decision: Decisions taken without human intervention that produces legal effects in relation to you (e.g. automatically blocks access to the service) or similarly significantly affects Data subject, pursuant to art. 22 of GDPR.
- Community: A social channel dedicated to specific topics, for example Smart Mobility, Robotics, Decentralised Technologies or Circular Economy. Within a Community, members can share content (Spaces) and archive it (Collection).
- Community manager: An entity that is responsible for the given Community.
- Data subject: A person whose data are processed and who can be identified by those data; shortly speaking - you.
- Data controller An entity which sets the rules on how data are processed, and is responsible for their processing in accordance with the law.



- As a principle, when you use the Platform, the Controller of your personal data is FundingBox Accelerator Sp. z o.o. (please check rules related to the Open call Services and Spaces to find out who can be a data controller in some specific cases).
- GDPR Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- Open call Organiser: An entity that is responsible for the given open call. The Organiser decides what the call will look like.
- Personal data: Any information relating to an identified or identifiable natural person (“data subject”). So it will be for example your name, surname, address, date of birth, phone number, e-mail address, information about your education and work experience, your photo and your IP address. It is of course a non-exhaustive list.
- Processing of the data: Each operation on the data - collecting, keeping, removing, ordering, searching, storage.

To sum up, you - as the User of the Platform - are the data subject, we - FundingBox - are the data controller, and each operation on your data is data processing.

Your rights

As the Platform and data controller, we respect your rights to:

- **object to the processing** of your data - it means that in some cases you can say: stop processing my data; a detailed procedure on how to do it is available below;
- **access your data** and obtain a copy of your data - it means that you can ask us what information about you FundingBox has and request a copy of your data;
- **data portability** - it means that you have right to receive your personal data in a machine-readable format and you can ask us to send it to another controller;
- **correct your data** - it means that if we process your inaccurate or incomplete personal data, we have to correct them upon your request;
- **erase your data**, it means that you can request to delete your data when it's no longer needed or if processing it is unlawful;
- **restrict processing** of your data, it means that in some cases you can ask us to limit processing your data only to store it and not processing it for other purposes;
- **obtain human intervention on the part of the controller, to express your point of view and to contest the solely automated decision** - it means that you have the right in this case to express your point of view and to contest automated decisions (operations that are performed automatically by our system);
- **lodge a complaint** with your local Data Protection Authority. Full list is available here: https://edpb.europa.eu/about-edpb/board/members_en

We process all claims and requests with regard to the applicable provisions of the law and this Policy. You must be aware that in some cases we **may still process your data, even if you have requested to delete them**, for example to determine, pursue or defend claims (for the time necessary to fulfil these purposes).

You can easily export all data related to your Account using the User Panel.

See more about your rights [here](#)

How you can exercise your rights and contact us

To exercise your rights please contact us via e-mail privacy@fundingbox.com. In the e-mail, please specify your request and provide information that will allow us to identify you. Providing contact data is voluntary but it is not possible to manage your request without that.



We will deal with your request without undue delay and in any event within one month of receipt of the request. In exceptional circumstances, that period may be extended by two further months (for example in case of the complexity of your request or great number of requests).

If you have other questions or comments regarding processing of your data you can reach us by e-mail privacy@fundingbox.com.

Cookies

To learn more about how we process cookies and how we implement our Cookie Policy please check [here](#).

What kind of data we collect and how we process them

Depending on which Service you use or whether you have registered an Account, we collect different data. Here we describe which data we collect to keep and run your Account and to provide you with basic access to the FundingBox Platform (if you wish to browse our Platform without registration).

For each Service, we prepared a specific section adjusted to its nature and possibilities it gives you:

- for Spaces - what happens with the data within the communities, who manages those data, licences, IPR rights etc.;
- for Open Calls - how we treat information collected within open calls, how we secure them, how we make sure that data collected there remains confidential, when we delete the data, etc.;
- for Meetings - how we secure confidentiality and what we do to keep absolutely minimum information.

Below you will find detailed information on how we process personal data every time you use our Platform. To make it more transparent, we describe each process separately.

Registration - data necessary to set up the Contract

The first step is the conclusion of the Contract with FundingBox. It happens when you register on our Platform. To make a Contract, we must collect some basic information about you. When you register on the Platform and set up an Account, we ask for your name and surname, username, e-mail address and password.

Of course, you don't have to provide those data, as having an Account on our Platform is voluntary, but without them you can't set up an Account and enjoy the full range of FundingBox Services (without registering you can use, with no limitations, only FundingBox Meetings app).

Setting up an Account

You have already registered. We have your basic data and Contract, you have an Account. Now you can set up your Account and personalise it. You can include information about your business activity, professional experience, interests, etc. You are free to choose if and which information you want to include on your profile and share with others. We never ask for sensitive information. You do not have to provide additional information; such information, of course, helps you to get more out of our Platform, but you decide whether to provide it and we respect your decision. You can delete such additional information at any time without removing your Account. You decide what and when you want to remove.

By using your Account, you are free to choose which Services you use and to what extent.

Authentication through other platforms

To make your life easier, we enable you to set up an Account and gain access to our Platform using an authentication mechanism through external authentication services (e.g. Facebook Connect, LinkedIn). Briefly speaking, you can access the FundingBox Platform using your third-party (application e.g. Facebook Connect, LinkedIn) account. In such a case, we will download data necessary for registration from your account on the social network. And only those data, nothing more, unless you allow us to access or download the data that might be



useful when using the Account's functionality on the Platform. You can do it by individually changing the plug-in settings.

While using authentication via third party services, we will use cookies following our [Cookie Policy](#).

Activity on the Platform - information on what you do within the FundingBox Platform

FundingBox collects information about your activity within the Platform. We store and process information about your participation in the Communities, posts you publish, interactions with other Users, participation in Open Calls etc. We do it to enable you to use the Platform smoothly. If we stop doing this, you wouldn't be able to see posts you published, conversations you had, applications you submitted within Open Calls, communities you joined etc.

Your activity on the Platform is recorded in system logs (a chronological record containing information about events and activities regarding the IT system used to provide services by FundingBox). We use that information to provide the best quality of our Services and constantly develop them. We use information about Users' activity on the Platform for technical and administrative purposes - such as ensuring the security of the IT system and system management, as well as for analytical and statistical purposes.

Network and communication

The goal of our Platform is to help your business grow. To put this idea into practice, we allow Users to connect and communicate with each other, set up and join communities, run conversations. To do so, you can "connect" with the professionals you choose, and who also wish to "connect" with you. Depending on your settings, different interactions are possible. FundingBox might use the data provided in your Profile to help others find your profile, suggest connections and activities, inform you about news, events and ideas regarding professional topics you might be interested in.

The FundingBox Platform also allows to explore business and funding opportunities and to set up business relations.

Marketing and newsletter

We send newsletters. We **won't send** you information about promotion in the nearest supermarket or release of the latest model of your favourite car. What we **can** send you is information about **upcoming or ongoing open calls and funding opportunities, webinars, training and opportunities for your business**. We might send you information about FundingBox **projects**. We can also send you information about third parties' projects and their activities that might be **in the field of your professional interest**.

We send newsletters only if you agreed on them while setting up your Account. You can change your settings at any time in the Notification settings tab (<https://fundingbox.com/account>).

We don't sell your data nor collect them with such a purpose.

To sum up, FundingBox processes Users' personal data in order to carry out marketing activities which consist of direct e-mail notifications about interesting projects, offers or content, which in some cases contain commercial information (newsletter service). We send a newsletter based on your consent. You can change your settings at any time [here](#)

To provide you with the most suitable content, we analyse your location and interests related to the communities and topics, and we use profiling in some cases. Profiling means that due to the automatic processing of data, FundingBox evaluates selected factors concerning natural persons in order to analyse their behavior or to create a forecast for the future.

How we get the data

As a rule, we obtain data directly from you. Exceptionally, we can receive your data from a third party - for example if one of the Users invites you to join the Platform, we will get your e-mail address only.



You have the freedom to provide your data. As a rule, only obligatory data are provided during registration. Obligatory data are always marked. If you express consent for processing your data, providing the data is always voluntary.

Automated decisions

The decision to conclude a contract is completely automated (without human intervention) based on Article 22 of GDPR. It means that the process of registration and conclusion of the contract takes place automatically but during such a process we do not make any preliminary assessment whether to conclude a contract or not (e.g. verification of data in public authorities).

Other data operations made on the Fundingbox Platform are not automated decisions within the meaning of Article 22 of GDPR, which means that each process takes place with the participation of a human being, or has no legal effect or similarly significant effect on you.

Grounds for processing- justification for the processing of personal data

We process personal data only when we have grounds to do so (so called - lawful basis). Grounds for processing the data are precisely described in GDPR and we strictly follow those rules. Formally speaking, they are called “goals and grounds”. They are divided into three groups:

- **contract** - where processing is necessary for the performance of a contract with you, to deliver the services you have requested,
- **consent** - if you have given consent for such processing,
- **“legitimate interests of the controller”** - described in art. 6. 1 (f) of GDPR, and
- **complying with the legal obligations** e.g. concerning taxes, our obligations towards Funding Authorities, described in art. 6.1(c) of GDPR.

If you post on the Platform any personal data of other people (including their name, address, telephone number or e-mail address), you may do so only if you do not violate the applicable law and personal rights of such persons.

The detailed principles and purposes of processing personal data are described below.

Performance of the contract

This happens when personal data are processed to conclude and perform the Contract (you conclude a contract for the provision of electronic services when you register on the Platform, and we perform it providing the Services). Legal grounds for this is Article 6.1 (b) of GDPR.

Contract performance **includes processing connected with:**

- registration and confirmation of the Account (conclusion of the Contract);
- using the Account on the website and/or mobile app;
- browsing the site's pages as a Registered User (including User profiles and contributions);
- conducting conversations, groups, communities;
- making entries;
- taking part in open calls;
- inviting other Users;
- deleting the Account and Contract termination.

Consents

This happens when you give us your consent to process your data. If the processing of personal data is performed based on your consent, you may withdraw it at any time. The withdrawal of the consent does not affect the legitimacy of the processing performed on the basis of the consent prior to its withdrawal. The consent may be given only by an adult with full legal capacity. The consent is always voluntary.

Consents are collected in the context of the following objectives/operations:



- obtaining cookies;
- sending marketing information (including third party marketing) and news about platform alerts;
- sending information through the push function.

We collect separate consent for each activity (if necessary). The above list is for information only.

You can withdraw your consent at any time via e-mail privacy@fundingbox.com, or (if you are a Registered User) on your Account in the Notification settings tab.

After you withdraw the consent, your personal data will no longer be processed and they will be deleted or anonymised, except for the scope necessary for documenting the proper performance of our obligations related to data processing (e.g. proper documentation of consent withdrawal) and to defend against claims (Article 6.1(f) of GDPR).

In the case of open calls – if the Open Call Organiser is not FundingBox, please contact the Open Call Organiser. Contact details are indicated on the page of the given open call.

Legitimate interest of FundingBox

This happens when FundingBox needs to process your personal data in order to carry out tasks related to our business activities. The processing of personal data in that context may not necessarily be justified by a legal obligation or carried out to execute the terms of a contract with you. In such cases, processing of personal data is justified on grounds of legitimate interest and covers the following cases:

- ensuring safety, improving quality, removing errors, as well as monitoring the service provided electronically (Article 6.1 (f) of GDPR);
- pursuing or defending against claims (Article 6.1 (f) of GDPR), when such claims arise in connection with the provision of the Service;
- sharing data with the entities belonging to the FundingBox capital group in connection with administrative, accounting and project execution purposes;
- sharing your user name with the Open Call Organiser;
- processing of the data of the persons invited to the Platform (including via meetings) but not registered (Article 6.1 (f) of GDPR);
- sending legal information via e-mail including changes in privacy rules (Article 6.1 (f) of GDPR).

We ensure that the pursuit of our legitimate interests does not seriously affect your rights and freedoms.

Who has access to your personal data

We strictly limit with whom we share your personal data and who can access them. **We never share personal data for commercial purposes.** It is the golden rule and philosophy behind our Platform.

We don't share your data with anyone outside FundingBox Accelerator, with the exception of:

- operations that are necessary to provide you with the Services and keep the Platform working - external hosting providers, IT service providers, tools that help us manage newsletters, tools we use for analytics, entities belonging to the FundingBox capital group.

We only use trusted persons and service providers. They only process the data.

- your consent - by providing non-obligatory data on your Account and setting up your Account, you decide what data you want to share within the Platform and with whom you want to share it. This applies also to the data that you voluntarily publish within the communities and spaces;
- legal reasons - if we are obliged to provide information about you or your activity within the Platform to the court or other national authorities or law enforcement authorities.



Within FundingBox, only authorised persons can access your data, following our internal procedures. We strictly limit access to the data collected through the Platform to the authorised individuals within our organisation (e.g. employees), acting under the instructions, who need access to the data to execute their work.

For specific rules that apply to cookies, Spaces, open calls and meetings, check our library. It might happen that we share some sets of data with third parties - in each case we inform you about it in a dedicated information clause (it will apply for example to the open calls organised by FundingBox).

We may share **anonymised information** with our partners and customers. For example, we share information about the general use of our Services, open calls impact, and communities' range.

Servers location and data transfer outside the EU

Our servers are located in the EU. We use only trusted service providers who are obliged to comply with the GDPR rules.

For some functionalities and processes we use the services of providers such as Google, Sendgrid, Mixpanel and Intercom. Your data may be transferred outside the EU. We use providers covered with the European Commission Decision No. 2016/1250 of July 12, 2016 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016D1250>), which means that they ensure an adequate level of protection of your rights under the GDPR. Google LLC, Mixpanel International Inc., Twilio and Intercom, Inc are entities on the list of safe suppliers (www.privacyshield.gov).

Deleting Account and other data shared on the Platform

As a rule, the data connected to and on your Account are processed as long as your Account is active. If you decide to close your Account, your personal data will stop being visible to others on our Platform within 7 days. We generally delete closed Account information within 30 days of Account closure, except as noted below.

We might retain your personal data even after you have closed your Account, if it is reasonably necessary to comply with FundingBox's legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, enforce our User Contract, or implement contracts for co-financing for the period provided for in these agreements (usually it is 6 years).

Information you have shared with others might remain visible after you have erased your Account or deleted this information from your Profile.

How long your data will be processed

General information

The period of data processing by FundingBox depends on the type of service provided and the purpose of the processing.

As a rule, the data connected to your Account are processed as long as your Account is active or until your consent is withdrawn, or an effective statement of opposition to the data processing is filed.

If you decide to close your Account, your personal data will stop being visible to others on our Platform within 7 days. As a rule, we delete information from a closed Account within 30 days of the Account closure. As there is an exception to every rule, we might retain your personal data even after you have closed your Account if that is reasonably necessary to:

- comply with FundingBox's legal obligations (such as execution of H2020 projects, execution of obligations towards third parties etc.);
- meet regulatory requirements;
- resolve disputes or protect our rights;
- prevent fraud and abuse;
- complete/execute a User's Contract;



- implement agreements for co-financing for the period provided for in those agreements (usually 6 years).

Information you have shared with others might remain visible after you have erased your Account or deleted this information from your Profile (this is a strictly limited number of cases - for example if you applied in an open call and its Organiser must keep appropriate records).

Detailed information

We implemented the following retention periods for specific situation:

Type of data	How long?
registration data when account was not verified	60 days
contact information of invited persons who did not accept the invitation	30 days
data deleted by the Registered User on the Platform	30 days
data generated by the Platform based on User activity on the Platform (e.g. logs)	1 year
people invited to attend the live meeting	until the meeting ends
processing based on consent	until the consent is withdrawn or the Account is deleted, depending on which event occurs earlier
dispute resolution and protection of our rights or right of third parties	no longer than limitation periods included in applicable law, usually 6 years

Security of the data

We apply technological and organisational means to secure your personal data. We implement security safeguards corresponding to the threats and category of data to be secured. In particular, FundingBox secures data against being published to unauthorised persons, being taken over by an unauthorised person, processed in violation of the law and changed, lost, damaged or destroyed. Among others, the SSL (Secure Socket Layer) certificates shall be applied. Your personal data are collected and stored on a secured server. Moreover, the data is secured by internal procedures of FundingBox related to processing of the personal data and information security policy.

In order to log in to the Account, you have to provide relevant username and password. In order to ensure an appropriate level of security, the password for the Account exists on the Platform only in a coded form. Furthermore, registration and logging into the Platform takes place under secure https connection. Communication between the User’s device and servers is encoded using the SSL protocol.



Please remember that using the Internet and services provided by electronic means may pose a threat of malware breaking into the user's IT system and device, as well as any other unauthorised access to your data, including personal details, by third parties. In order to minimise such threats, you should use appropriate technical security means, e.g. using updated antivirus programs or programs that secure user identification on the Internet. In order to obtain detailed and professional information related to the Internet security, FundingBox recommends taking advice from entities specialising in relevant IT services.

FundingBox undertakes all necessary actions, so that our subcontractors and service providers guarantee appropriate security measures whenever they process personal data at the request of FundingBox.

FUNDINGBOX SPACES AND COMMUNITIES - SPECIFIC RULES

Summary

In addition to the above rules, some specific rules related to FundingBox Spaces apply.

Rules that govern FundingBox Spaces are described in detail in the FundingBox Spaces and Communities Specific Terms of Use.

FundingBox Spaces is a place where you can share information, news and other content upon your discretion. Everything that you share or post may be seen by other Users (in case of open communities - by undefined number of Internet users, in case of private communities - by its members).

You are free to choose who can see this content **to the extent** that appropriate **settings are available**. In the case of open Communities, all Users will see what you share. Specific Terms of particular Services set out the detailed rules on how we may use the content you provided.

Who manages the Community data

Each Community has its owner (administrator if you prefer). It means that within the FundingBox Platform - managed and administered by FundingBox, smaller parts exist - Communities that are managed by the person or entity that created them.

It might be Fundingbox - but it doesn't have to. The Community owner is responsible for providing you with information about its identity and management of the data within the given community. The Community owner is fully responsible for providing Community Users with updates in the Community rules (for example in case of change of the Community status from private to public).

Visibility of the Community and its content

As described in the FundingBox Spaces and Communities Specific Terms of Use, there are two types of communities:

- **open Communities** - they are visible to all Users - both Registered and Unregistered, regardless of whether they are members of such a Community; each user of the Internet can see its content; the Community owner defines whether a given Community will be open or private while setting it up; the Community owner can change visibility of the Community during its lifetime;
- and
- **private Communities** - such a community is visible only to the Registered Users who are members of this community. The Community owner defines that its Community will be private while setting it up. The Community owner can change visibility of the Community during its lifetime.

You can easily check the status of the Community you are interested in in the User Panel.

Visibility of the Space and its content

There are two types of Spaces:



- **public Spaces** - they are visible to all Users - both Registered and Unregistered, regardless of whether they are Spaces members; each user of the Internet can see its content.; only Registered Users can join the conversation; if a Community is public, Spaces are public as well; the Community manager may decide to create private Spaces for specific purposes, for example to coordinate the management of the Community in itself among the different people or organisations involved;
- **private Spaces** - all DM messages and DM Groups are visible only to the ones who participate in them.

Your duties when you are the Community owner

The Community owner is responsible for providing you with information about its identity and management of the data within the given community. The Community owner is fully responsible for providing Community Users with updates in the Community rules (for example in case of change of the Community status from private to public).

As a Community owner, you are the controller of the data within this Community. You decide what kind of data you process, for how long and who will have access to them. You also decide how long those data will be preserved. You also have **to inform all Community Users who you are and how you process the data.**

You are fully responsible for providing Community Users with the Community privacy rules and all updates in those rules (for example if you change the Community status from private to public, or the Community owner has changed).

When you leave the Community

You can always decide to leave the Community. Your contribution to the Community will stay there, unless you remove it by yourself. You might also be removed from the Community by its owner.

End of the Community - what happens with the data?

Some Communities are closed. When it happens, the data gathered in this closed Community will be removed together with the whole Community. The Community owner might export the data before closing the Community.



APPENDIX C: NGI COMMUNITY SIGN-UP FORM DISCLAIMERS

These statements will be included in an online form before filling in the online application / sign-up form:

When replying “Yes” to Newsletter subscription:

If you reply YES to this question, you agree to share your e-mail address with Martel GmbH, who is responsible for sending the newsletter in the NGI initiative.

When reply “Yes” to NGI Map participation:

*If you reply YES to this question, you agree to share your contact data with Martel GmbH in order to contact and confirm your willingness to be part of the NGI Map and agree next steps on the inclusion of your organisation there.

The NGI Map is managed by Martel GmbH, coordinator of the NGI4ALL project (<https://www.ngi.eu/ngi-map/>).

Processing of personal data:

I confirm that I read and understood the information concerning processing of the personal data provided above.

