

# Wolferajd.eu Terms of Use

(Effective starting from: 19.1.2022)

## Introduction

Welcome to Wolferajd.eu Website (the “website”, “site” or “service”). Your use of the service is subject to this Terms of Use (the “terms”), incorporated herein by this reference. You must accept the Terms of Use prior to using the site. If you do not accept Terms of Use, you should leave the website immediately.

This website and associated account is a service provided by **Wolferajd Wolf** (later called just “Wolferajd”) with current domicile residence at **1215 Lambeth Road Apt 1, WI 53189 Waukesha in United States of America**. Wolferajd is performing a function of data administrator of users in the meaning given in GDPR Article 4 (respectively both as 7 – ‘controller’ and 8 – ‘processor’, unless explicitly stated otherwise) (in accordance with respective laws, including regulations in Polish Data Protection Bill from 10<sup>th</sup> May 2018 (Polish Journal of Laws 2018 year – item 1000, with future changes). )

The Administrator of the data processed on this website is Wolferajd, with domicile residence in Waukesha (WI 53189), near 1215 Lambeth Road Apt 1, who is also responsible for proper operation of this website.

You may officially contact Wolferajd at any time:

- by e-mail at [Wolferajd@Wolferajd.eu](mailto:Wolferajd@Wolferajd.eu)
- by letter at the domicile residence address of Wolferajd.

Except as otherwise explicitly provided in these terms, privacy policy or any other part of this agreement,

### **If you are resident of the United States or if you reside in Canada:**

these terms are subject to the United States law and shall be governed in accordance with Wisconsin State law, and

### **If you are not a resident of the United States or Canada:**

these terms are subject to the European Union law and shall be governed in accordance to Polish law.

Whenever in terms it's written “You”, “you”, “Your”, “User”, “Visitor” it shall represent a visitor or user of the website. In case You have any questions, do not hesitate to contact the webmaster at [Wolferajd@Wolferajd.eu](mailto:Wolferajd@Wolferajd.eu) or you may use the special problem reporting form accessible via link “Report a problem” at the top-right corner of the website (the “report problem form”). In case this link will be unavailable for any reason, you should use the e-mail address provided above.

Privacy policy published at <https://wolferajd.eu/privacy.htm> incorporated herein by this reference is part of these Terms of Use.

You should read Privacy Policy of this Website and any Appendix as they are part of these Terms of Use.

## Section I. Acceptance of Terms

1. This Website Wolferajd.eu, and all its regional services accessible at following url:
  - a. Wolferajd.eu
  - b. Wolferajd.pl
  - c. Wolferajd.de
  - d. Wolferajd.nl
  - e. Wolferajd.cz

incorporated herein by reference (“Websites”) are owned and operated by Wolferajd (the “Administrator” or “webmaster”).

2. Your use of Websites is subject to these terms, you must accept the terms prior to using Websites.
3. The access to the service and/or Websites may be restricted to the countries specified in document “List of countries the service is accessible” which stands at Appendix 1 to this terms, incorporated herein by reference.
4. Administrator may decide to change Terms of Use, Administrator will publish changes at least 14 days before their effective day. Administrator will also notify users, which have registered account on the website.
  - a. Continued usage of the website after effective day of changes to constitute acceptance of new terms.
  - b. You may veto changes, in which case you will forfeit usage of the website, if you have a registered account on the website you are obligated within 14 days of receipt of such notice (but not later than their effective date) to announce to the Administrator in-writing to the e-mail address of webmaster to request to delete account. Administrator will deactivate your account and may delete it in accordance of the rules of terms effective before changes.
5. You may not create or maintain any unauthorized connection to the service. Any created or maintained connection to the service shall be governed by these terms.

By creating or maintaining connection to the service, you agree to these terms.  
You are obligated to terminate connection to the service and vacate Website if you do not agree to these terms.
6. You agree that your usage of the website is voluntary and free of charge unless stated otherwise in separate agreement or other terms.

You understand that portions of service may contain separate terms or separate agreements which will be presented to you prior your access. In cases where separate terms or separate agreements state otherwise, this article does not apply

## Section II – License to content

- a) **Scope of the License**
  - a. You may visit the website and temporary download only such content, including, but not limited to graphic content, images, sounds, text and other published information in service (“Website content”), which are essential to the correct operation of the service; You have permission to test public portions of the service which does not request authorization (“publicly accessible areas of the service”).

## Wolferajd.eu Terms of Use (Effective starting from: 19.1.2022)

- b. You are forbidden from downloading content from the website for any other purposes than correct operation of the website. You are forbidden from copying, distribution, public performance or display of any content found on this Website without written permission from Wolferajd.
- c. Portions of the service may contain third party software, any third party notices or license found in that software applies to Wolferajd and not to you. Any such notices are provided to you for informational purposes only; In maximum extend allowed by such third party license, Wolferajd is sublicensing to you third party software only in a scope essential to correct operation of the service.
- d. Website may contain content uploaded by other users, if such is the case, notwithstanding provisions of a.a, you may be able to download such content for any other purpose only if explicitly authorized by author of the content.
- e. If you choose to submit content to the service, you provide license to Wolferajd in accordance to terms of Section III of Privacy Policy; you may elect to provide more lenient license of your choice at your discretion.

### Section III – Prerequisites

1. You may use the website only if you meet following minimal technical requirements:
  - a. You are creating and maintaining authorized connection to the website or Website (“connecting”) by using a Computer of type “PC” or 100% compatible, with
  - b. At least 1GHz Processor of type x86 (32-bit) or x86-64 (64-bit),
  - c. RAM memory of at least 400MB,
  - d. Graphic card VGA or better with VRAM of at least 128MB,
  - e. Hard Drive (“HDD”) or Solid Drive (“SSD”) with free space capacity of at least 3GB on system partition and in the folder, where your browser is storing temporary data.
  - f. You are connecting using a Computer with installed:
    - i. Windows® operating system of version 6.1.7601 or newer (for example Windows® 7”), or
    - ii. Linux® or Unix® operating system of any distribution with “X Window” interface or 100% compatible graphical interface, or
    - iii. System 100% compatible with above, with graphical interface, capable of launching 100% compatible web browser with requirements in Section III, Article 1, Point “g” of terms.
  - g. Your computer have correctly configured web browser:
    - i. At least 90% compatible with W3C recommendation from 28 October 2014 about HTML5 language and API for HTML and XHTML,
    - ii. Sufficiently capable of supporting “JavaScript” language and with such support turned on,
    - iii. At least 90% compatible with CSS specification in version 2.1 from 7 June 2011 or later,
    - iv. Capable of correct execution of AJAX technology and “jQuery” script in version of at least 1.7, or
    - v. 100% compatible with one of the following web browsers:
      1. Windows® Internet Explorer 9 or later
      2. Mozilla® Firefox® 54 or later
      3. Google™ Chrome™ 77.0.3865.90 or later
    - vi. Accepting, handling and storing properly “Cookies”.

1+. If you do not meet technical requirements above, you may also use the website if you use any alternative technical requirements that have been approved by Administrator, some parts of the website may not function properly under alternative technical requirements. Alternative technical requirements are not publicly disclosed and may require separate agreement with Administrator.

1'. Usage of this Website requires active Internet connection. Usage of Internet including, but not limiting to access to Internet, transmission of data from/to Service or usage of any other services may be subject to costs according to your Internet Service Provider (“ISP”) agreement, because of accessing this Website. You are solely responsible for any costs imposed by your ISP.

2. These terms do not apply to m.wolferajd.eu and api.wolferajd.eu, which are beyond the scope of these terms. You may need to accept additional terms before using m.wolferajd.eu or api.wolferajd.eu.
3. You understand that if Administrator determines or service detects that your web browser is accessing the service and does not meet the technical requirements described in Section III, Article 1; the Administrator or service may redirect you to m.wolferajd.eu
  - a. You understand that Administrator may offer option to return to the website, you agree that if you accept any such offer of returning to the website, the service may not function properly on your device.
4. You must be over 16 years of age to use the service; by using the service, you agree that you are at least 16 years old. If you are not older than 16 years old, you should leave Website immediately.
5. You may not use the service if at any time in the past your privilege of accessing the service has been revoked or if you harassed Administrator.
6. You are forbidden to access the service if at any time in the past you have violated prior terms or any other agreement between Administrator and you.

## Wolferajd.eu Terms of Use (Effective starting from: 19.1.2022)

- Articles 6 & 7 above do not apply to you, if your right of using the service is based on the special permissions described in Section V, Article 2 and 3; however, this does not limit Administrator rights to revoke such special permissions under conditions described in Section VI, Article 6 and 7

### Section IV – Responsibility of visitors

- You are fully responsible for any costs that you incur by attempting to or meeting Prerequisites described in this terms. If you do not meet Prerequisites, you are not allowed to use service and you are required to leave Website immediately.  
Administrator will dismiss all complaints from you which will arise from you not meeting Prerequisites and reserves itself right to redirect you to elsewhere or completely block access to the service if you do not comply with Prerequisites in these terms.
- You are solely responsible for any content you submit to the service, including but not limited to comments, text, opinions, entries; regardless if such content was published in the service or not.

You are solely responsible for your behavior during usage of the service and on any other Website owned by Wolferajd.

### Section V – General Provisions

- Your authorization to connect and use the service is your knowledge and adherence to the effective Terms of Use, which are published on Wolferajd's Website by Administrator.
- You may be also authorized to connect and use the service based on individual agreements between you and Wolferajd, under condition that such has been expressly & explicitly written in such individual agreements between you and Wolferajd. In such event Section III, Article 8 of this terms apply to you.
- You are also authorized to connect and use the service based on special documents emitted by Wolferajd on which such permission is expressly and explicitly granted to you. In such event Section III, Article 8 of this terms apply to you.

### Section VI – Obligations of visitors

- You are required to accept the terms immediately after your first visit to the website.
- If you have not made yourself familiar with the terms, despite such obligation or you cannot prove your familiarity, Administrator have right to block any account registered by you on the website. You understand that you cannot excuse yourself with unfamiliarity of the terms and it shall bear no effect on its enforceability.
- You are not allowed to give, share, sell, and forfeit your registered account or any other documents granting you right to use, browse or visit service, to any other person.
- You are obligated to take adequate measures in an effort to keep any special permissions you may or had acquired during your usage of the service, which may put you into breach of this terms, including, but not limited to:
  - Keeping your password, one-time codes, tokens or any other documents in secrecy and secure,
  - Creating such password for your registered account that its length is at least 14 characters, and
  - Keeping your registered account secure
- If you will violate Section VI of this terms, Administrator shall have right to immediately close your registered account without any right for compensation and you will forfeit any data you may have left on the registered account. Irrespective of the above, Administrator have right to keep data on closed registered account for at least 5 years.
- You are required to accept "Cookies" in your browser, which you use to access the service. You understand that if you do not so, the service may not work correctly.

### Section VII – Permissions

- No permissions shall be valid if executed by anyone other than authorized.
- No permissions shall be valid if they're misused.
- No permissions shall be valid if they become destroyed or damaged to such an extend as that it'll be impossible to read or verify their authenticity, including, but not limited to inability to read data about authorized entity, serial number or scope of the permissions.
- In events described above in Article 1-3, you're obligated to notify immediately about that Administrator by e-mail. You understand that if Administrator will detect situations described in Article 1 and 2, Administrator will have the right to block registered account assigned with the permissions whose validity has been compromised.  
If Administrator verifies that you were authorized for permissions which are no longer valid in accordance to Article 1-3, Administrator has the right to exchange them to valid ones.  
If the individual agreement between You and the Administrator does not state otherwise, the exchange of permissions in accordance of this Article is free of charge.
- If you access portions of service which are not publicly available based on documents described in Section V, Articles 2-3, in that case you have no right to share, notify, sell, distribute, tell or to make any other transfer of content or information which is stored there beyond the expressly written scope on documents described in Section V, Articles 2-3.
- You have no right to share, sell, notify, tell or any other form of distributing information or data, which has been acquired because of execution or possession of permissions described in Section V, Article 2 and 3.

## Wolferajd.eu Terms of Use (Effective starting from: 19.1.2022)

7. In case of violation of Articles 4, 5 & 6; Administrator have right to block your registered account and to draw the consequences against you in the maximum extend allowed by law, including but not limited to compensations, as well as:
  - a. Administrator has the right for repair of any damage as a result of events, result of your acts or omissions which led to the violation of Articles 4, 5 & 6.
  - b. Administrator may (but is not obligated to) waive seeking compensation if You will be actively cooperating with Administrator in repair of any damage and informing Administrator about other responsible parties.

### Section X

5. Any violation of Terms of Use by You gives Administrator right to delete your registered account in maximum extend allowed by law without right for any compensations. In such case, Administrator have right to store data about You up to 5 years, which will prevent you future access to the service, as well as to delete any accounts you may make in the future.

### Section XI – Registered Account & Security

If any portion of service requires you to create an account, you understand that:

1. You may create only one account in the website.
2. Your registered account is created by means of registration process on special form (“registration form”).
3. You must provide current, complete and accurate information on registration form, portions of the form (“fields”) are mandatory and must be filled, and other fields are optional and may remain empty.

You are entirely responsible for any and all activities that occur under your registered account

4. In the registration form, you are obligated to fill out the following mandatory fields:
  - a. Unique identification or Pseudonym of your choice (“user name”)
  - b. Unique password of your choice (“password” or “token”)
  - c. Working contact e-mail address
  - d. Name of your character (also known as “fursona”)
  - e. Species/Type of your character
  - f. Correct answer to the challenge question

You are solely responsible for maintaining the confidentiality of your username & password.

5. You may be ask to provide additional optional information, if you choose to provide it, you understand that they may be published in the service with the information described in Article 4 d) & e)
6. To your registered account, service or Administrator may attach additional information about you. This information may be shared with you only after your request in writing under condition that this terms or law do not state otherwise. In the event that this is not allowed under this terms or law, Administrator may deny your request providing a reason. The Administrator may also deny your request in accordance to Section VII. This article shall be interpreted accordingly to situation.
7. The registered account contains:
  - a. System data:
    - i. Unique system identifier (“id”)
    - ii. Unique random number (“salt”)
    - iii. Date of registration
    - iv. Boolean value about state of activity or inactivity of the account
    - v. Boolean value about state of admin rights or not
    - vi. Boolean value about state of verified account or not
    - vii. Information about being member of any group objects defined in the service and about roles or permissions as a result of such membership
  - b. Data about owner:
    - i. Data, which cannot be NULL nor empty:
      1. Username
      2. Password
      3. Contact e-mail
      4. Name of character
      5. Species or Type of character
    - ii. Data, which may be NULL or empty:
      1. Gender
      2. Avatar
      3. Other contact data, including, but not limited to:
        - a. Information about accounts on other Website
8. You understand that your registered account may become attached with other accounts to which you have access on other Website

## Wolferajd.eu Terms of Use (Effective starting from: 19.1.2022)

- a. In the event you “link” accounts; service may then download information about you originating from “linked” accounts and store them on your registered account on the website
  - b. Until you do not “unlink” or delete “link” between your accounts, service may continue to download data from linked account and you agree to this.
  - c. You have right to revoke your consent by “unlinking” or deleting “link” between your accounts, which shall have no effect to the data already stored.
9. This section shall be interpreted accordingly to the event of changing data in compliance to Section XII Article 1.

### Section XII – Change of data stored in Registered Account

1. In event of any change of data occurring under your registered account after registration, Section XI shall be executed accordingly like the changed data would have been filled in registration form, whenever in terms it states “deny registration” or “reject of registration” for the purposes of this Section it shall mean “reject of changed data” in such a way as the change performed would be null and void.

### Section XIII – Administrator rights

1. The Administrator has the right to deactivate your registered account, especially if data provided under your registered account is not true, such as when during filling registration form as described in Section XI Article 3 you've provided false data or you haven't filled mandatory fields.
2. The Administrator is authorized to block registered accounts in accordance of Section VI Article 2 and Article 5 as well as Section VII Article 4 & Article 7, unless stated otherwise in separate agreement or additional terms that may be displayed in portions of the service, in such case the separate agreements and/or additional terms take precedence.
3. The Administrator is authorized to read and verify data provided by You in registration form; Administrator may ask you to correct the data at any time; Administrator have right to reject any registration without providing reasons. You have right to complain to [Wolferajd@Wolferajd.eu](mailto:Wolferajd@Wolferajd.eu) within 7 days after your registration has been rejected.
4. The Administrator has the right to change “Unique identification” or “Pseudonym” of your registered account in the event that your choose identification/pseudonym is used by any other entity than you, even if such usage is only on third party pages.  
This can be especially a case if you use any identification or pseudonym which is registered trademark or for which you have no rights.  
In this case, Administrator will notify you on contact e-mail in your registered account.
5. The Administrator has the right to reject any registration or revert any change of data in registered account in case that “Name of character” provided by you in either registration form or in form intended to modify registration data, is already taken or generally-used by anyone else. In this case, You have right to complain the same way as described in Article 4.
6. Administrator has other rights discribed erenow in this document.

### Legal Notices

- *Microsoft and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.*
- *Linux® is the registered trademark of Linus Torvalds in the U.S. and other countries.*
- *UNIX is a registered trademark of The Open Group*
- *JavaScript is a trademark or registered trademark of Sun Microsystems, Inc. and/or Oracle in the U.S. and other countries*
- *Chrome and Google are trademarks of Google Inc*
- *This document as well as entire Website, unless stated otherwise is Copyright© Wolferajd 2007-2022. All rights reserved.*
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### LIMITED RESPONSIBILITY, NO WARRANTY

### USE AT OWN RISK

Wolferajd.eu Terms of Use  
(Effective starting from: 19.1.2022)

YOU UNDERSTAND THAT USAGE OF THIS WEBSITE IS AT YOUR OWN RISK. NEITHER ADMINISTRATOR NOR ITS AFFILIATES, ITS PARTNERS, STAFF, AGENTS, THIRD PARTIES, CONTRIBUTORS OF CONTENT OR ANY LICENSORS ARE RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON ANY INFORMATION CONTAINED IN OR SUBMITTED TO THE SITE.

YOU UNDERSTAND THAT NEITHER ADMINISTRATOR NOR ITS AFFILIATES ARE GIVING ANY WARRANTIES FOR PARTICULAR FITNESS OR PURPOSE OR WEBSITE FREE OF ANY DEFECTS.

**SERVICE IS PROVIDED “AS IS”**

THIS SERVICE AND ANY WEBPAGES ARE OFFERED “AS IS”, “AS AVAILABLE” WITHOUT ANY WARRANTIES, EVEN IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF USABILITY FOR ANY PARTICULAR PURPOSE, OTHER THAN WARRANTIES, WHICH CANNOT BE EXCLUDED BY LAW, AS WELL AS WARRANTIES GUARANTEED BY LAW.

**DISCLAIMER**

THIS DISCLAIMER SHALL APPLY TO ANY DAMAGES OR INJURES CAUSED BY DILIGENCE, ERROR, FAULT, MISTAKE, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, ERROR IN TRANSMISSION LINE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS, CHANGE OR SUCH USAGE OF DATA, WHETHER CAUSED BY BREACH OF AGREEMENT, NEGLIGENCE OR ANY OTHER CAUSE. YOU ACKNOWLEDGE THAT ADMINISTRATOR IS NOT RESPONSIBLE FOR ANY DEFAMATION, OFFENSIVE OR ILLEGAL ACTIONS OF OTHER USERS OR THIRD PARTIES AND RISK OF SUCH ACTIONS RESTS ENTIRELY WITH YOU.

IN NO EVENT, WILL WOLFERAJD, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING WEB SITE AND CONTENT BE LIABLE, AND YOU WAIVE ALL CLAIMS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEB SITE AND CONTENT OR OUT OF THE BREACH OF ANY WARRANTY.

These Terms of Use constitute the entire agreement between you and Wolferajd Wolf with respect to your use of the website.

Terms of Use become effective starting from 19th January 2022

Wolferajd.eu Terms of Use  
(Effective starting from: 19.1.2022)  
Appendix I  
List of Countries

§1 List of regions from which website is accessible:

- a. All countries that are part of European Union or European Economic Area
- b. United States of America
- c. Canada
- d. United Kingdom
- g. Republic of Ireland

§2. Website may be unavailable in all other regions

§3. This Appendix I supersede its previous versions and become effective as of 19th January 2022

## Privacy Policy

December 10, 2018.

Note: This Privacy Policy done in Elkhorn on 10th December 2018 based on a translation from Polish language to English language from the document "Privacy Policy" published at <http://wolferajd.pl/privacyPL.pdf>, all texts in both documents being equally authentic.

In case of any divergence in interpretation, the Polish version shall prevail.

Any change of the Polish version of the Privacy Policy shall become effective for the visitors of the English version of the website on the thirtieth (30) day of publication of such changes to the address provided above, this document will be updated to reflect changes in the Polish version of this document within 14 days since the date of publication of changes in Polish version.

THIS PRIVACY POLICY BECOMES EFFECTIVE ON 1ST JANUARY 2019.

THIS DOCUMENT IS AN INTEGRAL PART OF AGREEMENT BETWEEN YOU AND WOLFERAJD GOVERNING USAGE OF THE SERVICE, YOU SHOULD CAREFULLY READ THIS AGREEMENT BEFORE USING THE SERVICE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OR OTHERWISE ACCESS THE SERVICE.

This privacy policy defines rules of data processing in services supervised or administrated by Wolferajd, including personal data as defined by Art. 4.1 of General Data Protection Regulation EU 2016/679 adopted on 27th April 2016 "Regulation 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 (Data Protection Directive)" (EU Journal L 119, 4 May 2016, p. 1-88) (the "GDPR").

This privacy policy is applicable to the following services and/or websites:

- Wolferajd.eu
- Wolferajd.de
- Wolferajd.pl
- Wolferajd.cz
- Wolferajd.nl
- Wolferajd.us \*

\* Parts of this privacy policy are not applicable to Wolferajd.us in the event of a visit outside of EEA, for more information about exclusions visit <https://wolferajd.us/privacy-exclusions.pdf> (page available only in English language).

Some websites supervised by Wolferajd may have a privacy policy that differs than this one; privacy policy published on such website prevails and may supersede this one.

### **I. Personal data (as defined by Art. 4.1 GDPR)**

#### **§1. Administrator of personal data (the "Controller" as defined by GDPR)**

The administrator of personal data collected on websites subject to this privacy policy, including personal data and non-personal data, which exhaust definition of personal data (as defined by Art. 4.1 of GDPR) is Wolferajd, unless explicitly specified otherwise at the moment of data collection.



## §2 Categories of data collected

1. During visit on any page of this website technical data are automatically collected about such visit, such as IP address, hostname, web browser, operating system used by visitor, as well as
  - a. according to browser settings:
    1. GET or POST request to document
    2. Accepted Content by browser
    3. Information about language expected by browser
    4. Information about expected page's codepage
    5. Optional information about browser's settings, for example permission or prohibition from user for processing of sensitive data
    6. Technical parameters of connection
    7. Small text files "cookies" submitted and stored by device
    8. Other data, not explicitly mention above, which browser sends according to its settings, whether setup by browser's vendor or its user for which website Administrator has no control.
2. While accessing some parts of the website, certain parts of data may be collected, such as, but not limited to:
  - a. Name assigned to your account ("login")
  - b. String of alpha numbering characters, including symbols, which is one of the method of authenticating legitimate user of the account. ("Password")
  - c. String of alpha numbering characters of length up to 6 characters ("Token")
3. While accessing certain parts of the website, it may be required to verify permissions, for this to be possible, there will be required to have "account" – this is setup during registration process, during which data are collected as described in Section XI Art. 4 of Terms of Use.
4. Other voluntary data which we may request is not mandatory to provide.

## §3 Purpose of collecting data

1. Data described in §2.1 is collected for following purposes:
  - a. correct operation of website, for technical reasons\*\*
  - b. analyze behavior of users,
  - c. collecting demographic data about users,
  - d. content personalization.

Those data are required for correct operation of the website and are collected based on legitimate interests pursued by the controller, including, but not limiting to satisfying request of a visitor whose data are collected as understood under Art. 6.1 b) of GDPR.

**\*\*Legal basis:** Art. 6.1 a), b) & f) GDPR.

**\*\* - Consent for data processing is not required in a scope related to §3.1a).**

2. Data described in §2.2 is collected for following purposes:
  - a. verification of user's permission to access content,
  - b. tracking of failed login attempts,
  - c. logging of every authentication attempt.

Those data are not required for correct operation of website, however choosing not to provide them will prevent access to secured content.

**Legal basis:** Art. 6.1 b), c) d) & f) GDPR

*Consent for data processing is not required in case of §3.2, because legal basis for data protection is a protection of vital interests of person whose data is collected (Art. 6.1d) GDPR.*

3. Data described in §2.3 is collected for following purposes:
  - d. content personalization on every user device, (**user account settings**)
  - e. assigning user permissions by Administrator, (**user account is a medium for assigned user permissions**)
  - f. analyze and monitoring of user activities on website, (**event log**)
  - g. assigning user permissions to publish content on Administrator's website, (**upload rights**)
  - h. assigning other user permissions not explicitly defined above

**Legal basis:** Art. 6.1 a) & b) GDPR

**A User registering an account is hereby giving consent for data processing in a scope necessary for proper execution of the agreement of which user becomes a party at the moment they register an account for this service.**

**This Privacy policy is an appendix to the agreement and is inseparable part of the agreement.**

4. Data described in §2.4 is collected voluntary, as requested by the person whose data is being collected, in compliance with Terms of service on which the data is being collected, based on Art. 1 a) & b) of GDPR. At any given time user may request deletion of such collected data described in §2.4, unless such deletion would violate law, Terms or this Privacy policy.

**Legal Basis:** Art. 6.1. a) & b) GDPR.

5. Any data required for compliance with law, lawful order or other legal responsibilities of Administrator or third parties.

**Legal Basis:** Art. 6.1 c) GDPR

#### **§4 Duration of data storage**

**Data described in §2.1:**

1. Data described in §2.1 will be stored for a duration not longer than 3 months, however they can be deleted within 24 hours or earlier.
2. However reports and results of analyzed data described in §2.1 may be stored up to 5 years.

**Data described in §2.2:**

3. Data described in §2.2 will be preserved either for 24 hours or until user account, which is subject of data, is terminated, whichever duration is longer.
4. However data described in §2.2 may be erased within 1 year or sooner, if there no longer be a purpose for data processing.

**Data described in §2.3:**

5. Data described in §2.3 will be processed no longer than 5 years after date of account termination for historical, statistical purposes and enforcement of terms.

**Data described in §2.4:**

6. Data described in §2.4 is processed:
  - a. Up to 14 days after termination of agreement with user
  - b. Up to 14 days after deletion of user account
  - c. Up to 30 days after user's request to delete its data
  - d. Up to 5 years since last successful login by user
  - e. Up to 14 days after expiration of agreement with user or expiration of user account
  - f. Up to 14 days after such processing would be no longer possible due to a force majeure event (including, but not limiting to change of a law)  
Wherein such period applies that is shorter.
7. In addition, any data that is required for compliance with legal responsibilities vested upon Administrator, will be processed:
  - a. Until cease of such legal responsibilities, and
  - b. Until cease of any legal basis for data processing

Wherein both conditions must be met jointly.

## §5. Data security

Wolferajd maintains organizational and technical measures to provide security and confidentiality of any data processed, including, but not limiting to personal data, and this is also required from all authorised entities.

Depending on the nature of data and scope of its processing, adequate control measures apply, such as access control, encryption, CCTV, firewall, intrusion detection and network monitoring system.

All entities having access to data processed by Wolferajd are required to process them confidentially and to adhere to this privacy policy.

## §6 Data transfer out of EU/EEA (applies only to EEA region)

**NOTICE: THIS PARAGRAPH DOES NOT APPLY TO WOLFERAJD.US**

**FOR DETAILS ABOUT THIS AND OTHER EXCLUSIONS VISIT**

[HTTPS://WOLFERAJD.US/PRIVACY-EXCLUSIONS.PDF](https://wolferajd.us/privacy-exclusions.pdf) (PAGE AVAILABLE ONLY IN ENGLISH)

Any data processed in the service to which this Privacy policy applies, including data collected in EEA region may be transferred, stored and processed by us, our partners and other entities in United States or other countries.

For example: Administrator or Partner that resides in United States may access data processed on servers located in Poland using encrypted connection via Internet, then download them to servers located in United States for the purpose of further processing.

Data such processed is protected in accordance of current law.

***Exclusion: Any data processed on the website [Wolferajd.us](https://wolferajd.us) is processed first and foremost in compliance with the law in the **United States** in accordance to international territorial jurisdiction of countries.***

*For details about exclusions that apply to [Wolferajd.us](https://wolferajd.us) visit*

*<https://wolferajd.us/privacy-exclusions.pdf> (page available in English only).*

*[If you do not agree to this exclusion you should not visit Wolferajd.us that is located in US TLD.](#)*

## §7 Legal rights for personal data and other rights

Any data submitted by user:

- that fall outside of definition of data in §2.1 of this Privacy policy wherein:

-they do not have to be processed based on legally justified interest of Administrator, or because of

- legal responsibilities of Administrator

may be corrected, or updated by user after logging into service.

Data which cannot be changed after logging into service, may be updated or otherwise changed by writing e-mail to Administrator at address [Wolferajd@Wolferajd.eu](mailto:Wolferajd@Wolferajd.eu).

## Wolferajd.eu – Privacy Policy

In addition, residents of EEA and European Union territory may have additional rights based on the law, such as law to withdraw or refuse consent for data processing, right to access and transfer data, right to be forgotten and delete their data, veto rights against data processing, right to limitation of data processing.

Wherein right of veto applies only to data processing expressed in §3.1 b), c) and d).

In justified uncommon situations, right of veto may also apply to data processing other than expressed in §3.1 b), c) and d), in such a case, after review of request we will stop processing of personal data, unless we prove that there exist important legal basis for further processing, which according to law thump against privacy interests of petitioner, are required by law outweighing law and freedoms, or otherwise Administrator is required for their continued processing according to law.

Notwithstanding exclusions that apply to Wolferajd.us website, above rights may be exercised by following means:

All websites to which this privacy policy applies with exception of Wolferajd.us website, by contacting thru e-mail: [Wolferajd@Wolferajd.eu](mailto:Wolferajd@Wolferajd.eu)

Wolferajd.us: [privacy@wolferajd.us](mailto:privacy@wolferajd.us)

**Notice:** When executing above rights, it is important to precisely describe a matter against which the lawful exercising of rights is to be applied, as well as provide specifically from which website collection of information occurred. Collected information is assigned to specific zones (EEA or NON-EEA) depending from which website the collection of information has occurred as well as did user submitting information transferred them from EEA region or from outside of EEA region. Please note that in the event of execution of above rights on Wolferajd.us website - state and federal laws that apply in United States take precedence.

Sometimes data may be collected by other users of the service, including, but not limited to in the event of their publication or sharing on website; data such shared or publicized may be accessible to third parties and no longer be under control of Administrator; in such event, execution of above rights shall first be directed to such third parties (data controllers).

## **II Cookies and other technologies**

At each visit to our service, we use cookies which are necessary for correct operation of website, as well as to store user preferences and settings, to identify user which may include their personal data, as well as such cookies that are related only with technological processes.

We may also use other technologies than cookies for storing data on user's computer, an example would be data stored in database of the browser which user uses to visit service.

### **1. What are cookies?**

Cookies are small text files containing strings or other data, which are send by service to user browser, then they may be stored on user's computer..

It's the software that user use that determine will such data be stored on user's computer or not (an example of such software is a browser);

Administrator is not liable for incorrect operation of any software which is used by a user.

Software used by a user (such as internet browser) may be configurable settings that determine behavior of accepting, blocking or deleting cookie files.

Software that will preserve cookie files sends them back on each visit to the service, until they expire or otherwise will become removed. Service may send request to the software to delete cookie files, however it is ultimately up to the browser used by a user will they get deleted or not.

Service may ignore old or expired cookie files.

Neither Administrator nor third parties to whose this privacy policy applies shall be liable for incorrect operation of software used by a user; therefore both Administrator and third parties to whose this privacy policy applies are free from liability for incorrect operation of software used by a user.

**Cookie files and other technologies are used in compliance with terms of this Privacy policy.**

### **2. How to withdrawn consent for cookie files?**

Consent for accepting cookie files can be configured of correctly functioning browser.

If user uses a browser that does not functions correctly, then changing a browser (by means of deleting old one and installation of new one) to a correctly functioning browser may also cause deletion of cookies of old browser.

Blocking of some cookie files may cause incorrect operation of service, or may cause partially or in whole complete inability to use it.

### III Non-personal user data and license

1. By submitting data to service that is copyrighted content created by user, or whose otherwise user is an author, or otherwise you have right for its redistribution, user grants non-exclusive, worldwide, royalty-free, perpetual, sublicensable and transferable license to:
  - a. use, store, share, cache, reproduce, publish, display (both publicly and privately), execute, distribute, transmit, modify, adapt content, in accordance to terms and limitations of Terms of Use, and other agreements with user.
  - b. such usage of content as is essential for correct operation of website.
2. User may withdraw license to specific user's submitted content, or to user's all submitted content; in such event, content will cease to be distributed throughout the service, however this will not have effect toward continuous processing of such content by other users that downloaded content prior to its removal from service. This privacy policy **does not grant license** for redistribution of content by other users.  
Users that wish to use content of other user(s) published in service should always get appropriate license from author of content.
3. Note: In the event whole content or even part of it will exhaust definition of personal data as defined in Art.4.1 of GDPR, terms of GDPR will supersede and take precedence over license terms in this Privacy policy.
4. Fair use - Fair use rights specified in §107 USA's federal "Copyright Act" (17 U.S.C. §107), and those specified in Polish Copyright Act (Polish Journal of Laws of 1994, No. 24, Item 83) shall be applied accordingly to the territorial jurisdiction of service on which content are uploaded.
  - a. Polish Copyright Act will apply to the following websites:
    - Wolferajd.eu
    - Wolferajd.pl
    - Wolferajd.de
    - Wolferajd.cz
    - Wolferajd.nl
  - b. US Copyright Act will apply to Wolferajd.us website, subject to terms of Terms of Use.

### IV Additional provisions

- §1. For technical reasons, data, described in §2.1 and §2.2 may not be corrected, right of viewing it may be exercised only if during a visit (related to such data), a user has successfully logged in to any user account, or specific user exercising such right can be identified in anonymous data collected.
- §2. Data described in §2.2 may be disclosed only to account owner to which such logon attempt was made, if such an account did not exist during logon attempt, then such data cannot be disclosed at all and shall be deleted within 14 days after its purpose of processing is exhausted.
- §3. Any data collected based on this Privacy policy may only be used for purposes and according to terms prescribed in it; anyone who has been authorized by Administrator for processing of such collected data must agree and adhere to terms in this Privacy policy; unless appropriate agreement

between data subject and authorized person or Administrator specifies otherwise.

- §4. Privacy Policy from 1st January 2016 expires in 1st January 2019, except the following provisions:
- 1) §1.3 -§1.11, which expires starting from 31st March 2019, in the interim period of 1st January 2019 and 31st March 2019, those terms shall be applied accordingly.
  - 2) §4 in the scope of data collected prior to 1st January 2019, expires after ceasing processing/storing data already collected.
- §5. This Privacy policy terms supersedes previous Privacy Policy terms starting on the day of its entry into force
- §6. This Privacy policy may be subject to changes according to terms prescribed in Terms of Use; however such changes cannot enter into force earlier than after 14 days from its publication.
- §7. This Privacy policy enters into force on 1st January 2019, with exception of:
- 1) §4 in a scope of data already collected prior to 1st January 2019r.
  - 2) §4.7 which enters into force after 14 days from the day of publication.