

## PRIVACY POLICY

### 1. SCOPE

This Privacy Policy is followed by [eidol.org](http://www.eidols.net), ("EIDOL") incorporated in USA. Our websites <http://www.eidols.net> and <http://www.eidol.org> ("Site") respects the privacy of everyone who visits it. Please read our Privacy Policy carefully so that you can understand how we collect and use the personal information that you provide to us. This Privacy Policy describes how we collect, use and share personal and other specific information that the Site obtains in connection with services provided by our Site to Users including Pros in USA. These privacy practices apply to past, current, and potential future users.

By submitting your personal data to us, you will be treated as having given your permission for disclosures referred to in this policy. If you do not agree with any of these terms and conditions, please do not use this site. By accessing any part of this web site and/ or using the information provided on or via this web site you agree to be bound by the Disclaimer clause below and you will be deemed to have accepted this Privacy Policy in full. If you have any queries relating to this privacy policy, please contact us. Current customers and any other users of the Site are subject to our present Terms and Conditions.

### 2. MINORS

To respect the privacy of children and to comply with the laws of the country, children under the age of 12 should not provide any personal information on this Site. We request that parents supervise their children while online

If you are under 18 years old please do not send us your personal information (for example, your name, address and email address) since you are legally entitled to enter into an agreement with us. If you are under 18 years old and you wish to ask a question or use this site in anyway which requires you to submit your personal information please get your parent or guardian to do so on your behalf.

### 3. INFORMATION COLLECTION

#### (a) Online registration:

In order to become a Site member, you must first create a member account on the Site by providing information about yourself including but not limited to name, email address, country, ZIP/postal code, birth date, a brief summary of yourself and a password, which is used to protect your account from unauthorized access. A Site Account allows you to access many of our services including going Pro that require registration

#### (b) Optional profile information:

Once you provide the basic information to create an account, you will have the opportunity to provide additional information in the Profile section describing your skills, and interests, and music experience if any. Provision of this additional information beyond what is required at registration is entirely optional; it allows you to better identify yourself and create superior posting opportunities with other through shared contexts. But enables you to better identify yourself and find new opportunities on the Site. Your Profile information can only be viewed by other Site visitors or registered members or members of your personal network only depending on the option you choose.

#### (c) Information collected on this site:

When you look at the Site, our Internet Service Provider makes a record of your visit. Also, the following information is logged, used, and monitored for statistical purposes, enforcement of the Terms of Service and to facilitate member disputes:

- 1 your server address
- 2 your top level domain name (for example .com, .gov, .au, etc)
- 3 the date and time of your visit to the site
- 4 the date when the original music is uploaded.
- 5 your profile and personal photo's and video's uploaded

- 6 the pages you accessed and documents downloaded
- 7 messages you have sent via auction user messaging
- 8 the previous site you have visited the type of browser you are using

We do not use or disclose your personal information collected for any other purpose other than the primary purpose without firstly gaining your consent, or where it is required by law

**(d) E mail Information:**

Your e-mail address is recorded when you register at the site. We respect the confidentiality of the information you provide to us. As such, any personal information that we collect will only be used for the purpose for which it has been provided to us. Under no circumstances will your e-mail address be added, sold or given to a mailing list or used for any other purpose.

**(e) EIDOL Community:**

Throughout the Site, you are identified by your User ID. If you select your email address as your User ID you will disclose your email address to other users and third parties. Even if your User ID is not your email address, your User ID can be used to identify you and your activities throughout the Site. As a result, other users and third parties might send you unsolicited email and be able to personally identify all of your public postings on the Site. Others may illegally attempt to automatically collect your email address from our site.

We also provide a number of ways to allow other users to find out more about you and your site posting, such as our feature that allows users to quickly see all of the items you are offering at the time. If you are involved in a transaction, we have a feature that allows other users to view your email address and obtain your contact information.

#### **4. INFORMATION USE**

We use information in the file we maintain about you, and other information we obtain from your current and past activities on the site, including user messages, to resolve disputes, troubleshoot problems and enforce our Terms of Service. At times, we may look across multiple users to identify problems or resolve disputes, and in particular we may examine your information to identify users using multiple User IDs or aliases.

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience. We may use your personal information to:

- provide the services and customer support you request;
- process transactions and send notices about your transactions
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our User Agreement;
- customize, measure, and improve our services and the content and layout of our website;
- send you targeted marketing, service update notices, and promotional offers based on your communication preferences;
- Compare information for accuracy and verify it with third parties.

You agree that we may use personally identifiable information about you to improve our marketing and promotional efforts, to analyze site usage, improve our content and product offerings, and customize our site's content, layout, services and to enforce the Terms of service. These uses improve our site and better tailor it to meet all members' needs.

- EIDOL may disclose information about its users if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process.
- EIDOL may also disclose information about its users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms of Service; respond to claims that any posting or other content violates the rights of third-parties; or protect the rights, property, or personal safety of EIDOL, its users or the general public.

## 5. PROTECTION OF INFORMATION

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

We store and process your personal information on our computers in the US, and we protect it by maintaining physical, electronic and procedural safeguards in compliance with applicable US federal and state regulations. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

### (a) Personal Information Security:

Account information is password-protected. Keep your password safe.

EIDOL is committed to keeping secure the data you provide us and we will take all reasonable precautions to protect your personally identifiable information from loss, misuse or alteration.

### (b) Third Party Websites

Other Users or the Site may provide links to third party websites, which may have different privacy practices. We are not responsible for, nor have any control over, the privacy policies of those third party websites, and encourage all users to read the privacy policies of each and every website visited.

## 6. SHARING OF INFORMATION

To process your payments, we need to share some of your personal information with the person or company that you are paying or is paying you. Your contact information, date of sign-up, the number of payments you have received from verified EIDOL customers, and whether you have verified control of a bank account are displayed to other EIDOL customers who you transact with through EIDOL.

We work with merchants to enable them to accept payments from you using EIDOL. In doing so, a merchant may share information about you with us, such as your email address, when you attempt to pay that merchant. We use this information to confirm to that merchant that you are a EIDOL customer and that the merchant should enable EIDOL as a form of payment for your purchase.

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or who has paid you through EIDOL, except with your express permission or if we are required to do so to comply with a subpoena or other legal process.

We may share your personal information with:

- Service providers under contract who help with parts of our business operations; (fraud prevention, bill collection, marketing, technology services). Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.)
- Law enforcement, government officials, or other third parties when
  - we are compelled to do so by a subpoena, court order or similar legal procedure
  - we need to do so to comply with law
  - We believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our Terms of Service.
- Other third parties with your consent or direction to do so.

EIDOL will not sell or rent any of your personal information to third parties in the normal course of doing business and only shares your personal information with third parties as described in this policy.

## **7. ADVERTISING AND SPAMMING**

EIDOL provides a platform for its members to express themselves in the form of posting for various goods and services, articles, columns, opinions, comments, reviews, art and photos but the website must not be used as a medium for outright marketing or selling to our members.

No advertising or promotion is allowed except where it is for an event, publication or similar item that has direct relevance to the subject of discussion and is non-commercial in nature. Information about locating and sharing knowledge and expertise is welcomed, but must have relevance to the topic on which an opinion is expressed or a discussion is initiated.

## **8. POLICY ABUSE**

EIDOL is committed to ensuring and enforcing a safe and friendly online community space for all our members.

- Member contributions must be civil and tasteful and must not be malicious or designed to offend. Use of swear-words or profanity is strictly prohibited.
- Do not refer to the personality of other participants or attack an individual character or personally insult another member. Do not use the Network to harass, threaten or verbally abuse or intimidate anyone, or behave in any manner that would cause annoyance or distress to other members.
- Members of the Site may not insult or defame the site, including any of its employees, moderators or freelancers. You may not post the contents (in part or whole) of any email that you may receive from any EIDOL employee(s) and/or moderator.
- Do not to post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing towards other person(s) or an entity. We encourage a healthy exchange of opinions and disagreements.

## **9. SAFETY GUIDELINES**

EIDOL is always reaching out to a wider audience by showcasing the best of our member contributions. However, in doing so, we will not allow to be uploaded anything on the site that we think could be potentially endangering or is inflammatory or embarrassing to our members. It also helps members to be aware of certain things in the interest of their safety.

- All members are responsible for the safety of their personal information. We recommend that members do not disclose their names, addresses, email addresses, telephone numbers or other personal information online along with their postings.
- All members need to be aware that when they upload any photos to the site along with their postings, the photos are not only visible to the entire internet community but can also be downloaded, since any image that can be displayed on a computer screen can be saved by the person viewing it. It is technically not possible to prevent this and hence EIDOL cannot be held liable in such cases. If you are worried about someone else viewing or saving your images then please do not submit them.

## **10. PAYMENTS**

On the amount accumulated in a PRO Account on the Site reaching \$100, pro members may file an online request for release of such amount, to be made through PAYPAL facilities. We are not responsible for, nor have any control over, the general policies and privacy policies of the Paypal website, and encourage all pro users to read the same before using the website.

## **11. INTERNATIONAL USERS**

By visiting our web site and providing us with data, you acknowledge and agree that due to the international dimension of EIDOL we may use the data collected in the course of our relationship for the

purposes identified in this policy or in our other communications with you, including the transmission of information outside your resident jurisdiction. In addition, please understand that such data may be stored on servers located in the United States. By providing us with your data, you consent to the transfer of such data.

## **12. INDEMNITIES**

EIDOL IS NOT RESPONSIBLE FOR ACCESS BY ANY USERS, NEITHER THE USER NOR MINORS, TO OBJECTIONABLE OR OFFENSIVE INFORMATION OR DATA. THE USER AGREES THAT USE OF THE SITE AND THE INTERNET, WITHOUT LIMITATION, IS SOLELY AT HIS OWN RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS.

THE USER AGREES THAT THE INTERNET IS NOT A SECURE NETWORK AND THAT THIRD PARTIES MAY BE ABLE TO INTERCEPT, ACCESS, USE OR CORRUPT THE INFORMATION THE USER TRANSMIT OVER THE INTERNET. EIDOL IS NOT RESPONSIBLE FOR INVALID DESTINATIONS, TRANSMISSION ERRORS, OR CORRUPTION, INTERCEPTION OR SECURITY OF USER DATA. THE USER AGREES THAT EIDOL CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

THE USER UNDERSTANDS AND AGREES THAT EIDOL DOES NOT WARRANT THE SITE TO BE UNINTERRUPTED OR ERROR-FREE. THE USER FURTHER UNDERSTANDS AND AGREES THAT EIDOL HAS NO CONTROL OVER THIRD PARTY NETWORKS OR SITES THAT THE USER MAY ACCESS IN THE COURSE OF USE OF THE SITE, AND THAT DELAYS AND DISRUPTIONS OF OTHER NETWORK TRANSMISSIONS ARE COMPLETELY BEYOND THE CONTROL OF EIDOL .

THE USER AGREES THAT EIDOL ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, INTEGRITY, QUALITY, COMPLETENESS, USEFULNESS OR VALUE OF ANY CONTENT, MUSIC, DATA, DOCUMENTS, GRAPHICS, IMAGES, INFORMATION, ADVICE, OR OPINION CONTAINED IN ANY EMAILS, MESSAGE BOARDS, CHAT ROOMS OR COMMUNITY SERVICES, OR IN ANY OTHER PUBLIC SERVICES, AND DOES NOT ENDORSE ANY ADVICE OR OPINION CONTAINED THEREIN. EIDOL DOES NOT MONITOR OR CONTROL SUCH SERVICES, ALTHOUGH IT RESERVES THE RIGHT TO DO SO. EIDOL SHALL TAKE ANY ACTION THAT IT DEEMS APPROPRIATE, IN ITS SOLE DISCRETION, TO MAINTAIN THE HIGH QUALITY OF THE SITE AND TO PROTECT OTHERS AND ITSELF.

THE USER ACKNOWLEDGES THAT EIDOL SHALL BE THE FINAL DECISION MAKER OF WHETHER THE USER HAS VIOLATED THE AGREEMENT IN A MANNER THAT RESULTS IN HIS SUSPENSION OR PERMANENT BARRING FROM PARTICIPATION IN THE SITE.

## **13. COOKIES**

Our collection of website use information may involve the use of cookies. A cookie is a small removable data file that is stored by your web browser on your computer. Cookies allow you to place an order on our Site and allow us to enhance and personalize your online surfing and shopping experience. We use cookies to remember the items in your cart, recognize you when you return to our Site and analyze visitor behavior.

You can choose to have your computer warn you each time a cookie is being sent or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer or Firefox or Safari) settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookie settings. If you turn cookies off, you won't have access to many features that make your site experience more efficient and some of our services will not function properly.

#### **14. DATA SECURITY**

We strive to maintain appropriate procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of personal information. This also applies to our disposal or destruction of personal information. We have implemented technology and policies with the objective of protecting your privacy from unauthorized access and improper use and will update these measures as new technology becomes available, as appropriate.

We encrypt the pipe through which personal information, such as credit card numbers, is sent, using Secure Socket Layer (SSL) technology to ensure that your information is safe as it is sent over the Internet to our server.

#### **15. CHANGE IN PRIVACY POLICY**

From time to time we may make changes to this privacy policy. If we make any substantial changes to this privacy policy and the way in which we use your personal data we will post these changes on this page and will do our best to notify you of any significant changes. Please check our privacy policy on a regular basis.

#### **16. EFFECTIVE DATE**

This privacy policy is effective on \_\_\_\_\_November, 2008.

We also hope this privacy policy clarifies our procedures regarding your personal information, service details and other adequate information. In the event of questions about:

- access to your personal information;
- our collection, use, management or disclosure of personal information;
- this privacy policy; or
- any other matter,

you may contact us at [info@eidols.net](mailto:info@eidols.net) or [info@eidol.org](mailto:info@eidol.org)