**Data Privacy Policy and Terms of Service**

This policy describes the information we process to support Consrv and other products and features offered by Consrv.

**I. What kinds of information do we collect?**

To provide Consrv Products, we must process information about you. The types of information we collect depend on how you use Consrv.

**Things you and others do and provide.**

* **Information and content you provide.** We collect the content, communications and other information you provide when you use our Products, including when you sign up for an account, create or share content, and message or communicate with others. This can include information in or about the content you provide (like metadata), such as the location of a photo or the date a file was created. It can also include what you see through features we provide, so we can do things like suggest activities that you might like, or give you tips on Consrv. Our systems automatically process content and communications you and others provide to analyze context and what's in them.
* **Networks and connections.** We collect information about the people, pages, activities, accounts, hashtags, and groups you are connected to and how you interact with them across our Products, such as people you communicate with the most or groups you are part of. We also collect contact information if you choose to upload, synch or import it from a device (such as an address book or call log or SMS log history), which we use for things like helping you and others find people you may know and for the other purposes listed below.
* **Your usage.** We collect information about how you use our Products, such as the types of content you view or engage with; the features you use; the activities you log, actions you take; the people or accounts you interact with; and the time, frequency and duration of your activities. For example, we log when you're using and have last used our Products, and what posts, videos and other content you view on our Products. We also collect information about the rewards you click on and select.
* **Information about transactions made on our Products.** If you use our Products for purchases or other financial transactions (such as when you redeem your points or make a donation), we collect information about the purchase or transaction. This includes payment information, such as your credit or debit card number and other card information; other account and authentication information; and billing, shipping and contact details.
* **Things others do and information they provide about you.** We also receive and analyze content, communications and information that other people provide when they use our Products. This can include information about you, such as when others share or comment on a photo of you, send a message to you, or upload, sync or import your contact information.

**Device Information**

As described below, we collect information from and about the computers, phones, connected TVs and other web-connected devices you use that integrate with our Products, and we combine this information across different devices you use. For example, we use information collected about your use of our Products on your phone to better personalize the content (including ads) or features you see when you use our Products on another device, such as your laptop or tablet, or to measure whether you took an action in response to an ad we showed you on your phone on a different device.

Information we obtain from these devices includes:

* **Device attributes:** information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins.
* **Device operations:** information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots).
* **Identifiers:** unique identifiers, device IDs, and other identifiers, such as from activities, point redemption, or accounts you use, and Family Device IDs (or other identifiers unique to Consrv Products associated with the same device or account).
* **Device signals:** Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
* **Data from device settings:** information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.
* **Network and connections:** information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on your network, so we can do things like help you stream a video from your phone.  .
* **Cookie data:** data from cookies stored on your device, including cookie IDs and settings.

**Information from partners.**

Advertisers, developers, and sponsors can send us information.  These partners provide information about your activities off Consrv—including information about your device, websites you visit, purchases you make, the ads you see, and how you use their services—whether or not you have a Consrv account or are logged into Consrv. For example, a game developer could use our API to tell us what games you play, or a business could tell us about a purchase you made in its store. We also receive information about your online and offline actions and purchases from third-party data providers who have the rights to provide us with your information.

Partners receive your data when you visit or use their services or through third parties they work with. We require each of these partners to have lawful rights to collect, use and share your data before providing any data to us.

**II. How do we use this information?**

We use the information we have (subject to choices you make) as described below and to provide and support the Consrv Products and related services. Here's how:

**Provide, personalize and improve our Products.**

We use the information we have to deliver our Products, including to personalize features and content and make suggestions for you (such as groups or rewards you may be interested in) on and off our Products. To create personalized Products that are unique and relevant to you, we use your connections, preferences, interests and activities based on the data we collect and learn from you and others; how you use and interact with our Products; and the people, places, or things you're connected to and interested in on and off our Product. Learn more about how we use information about you to personalize your Consrv experience, including features, activities and recommendations in Consrv Products.

**Information across Consrv Products and devices:** We connect information about your activities on different Consrv Products and devices to provide a more tailored and consistent experience on all Consrv Products you use, wherever you use them. We can also make your experience more seamless, for example, by automatically filling in your registration information (such as your phone number) from one Consrv Product when you sign up for an account on a different Product.

* **Location-related information:** We use location-related information-such as your current location, where you live, the places you like to go, and the businesses and people you're near-to provide, personalize and improve our Products, for you and others. Location-related information can be based on things like precise device location (if you've allowed us to collect it), IP addresses, and information from your and others' use of Consrv Products (such as activities and rewarsds).
* **Product research and development:** We use the information we have to develop, test and improve our Products, including by conducting surveys and research, and testing and troubleshooting new products and features.
* **Ads and other sponsored content:** We use the information we have about you-including information about your interests and activities to select and personalize ads, offers and other sponsored content that we show you.

**Provide measurement, analytics, and other business services.**

We use the information we have (including your activity off our Products, such as the websites you visit and ads you see) to help advertisers and other partners measure the effectiveness and distribution of their ads and services, and understand the types of people who use their services and how people interact with their websites, apps, and services.

**Promote safety, integrity and security.**

We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our Products, and promote safety and security on and off of Consrv Products.

**Communicate with you.**

We use the information we have to send you marketing communications, communicate with you about our Products, and let you know about our policies and terms. We also use your information to respond to you when you contact us.

**Research and innovate for social good.**

We use the information we have (including from research partners we collaborate with) to conduct and support research and innovation on topics of general environment welfare and conservation efforts.

**III. How is this information shared?**

Your information is shared with others in the following ways:

**Sharing on Consrv Products**

**People and accounts you share and communicate with**

When you share and communicate using our Products, you choose the audience for what you share.

**Public Information** can be seen by anyone, on or off our Products, including if they don't have an account. This includes your Consrv username; any information you share with a public audience; information in your Consrv public profile; and content you share on a Consrv Page. You, other people using Consrv, and we can provide access to or send public information to anyone on or off our Products, including in other Consrv Company Products, in search results, or through tools and APIs. Public information can also be seen, accessed, reshared or downloaded through third-party services such as search engines, APIs, and offline media such as TV, and by apps, websites and other services that integrate with our Products.

**Content others share or reshare about you**

You should consider who you choose to share with, because people who can see your activity on our Products can choose to share it with others on and off our Products, including people and businesses outside the audience you shared with. People can also use our Products to create and share content about you with the audience they choose.

**Information about your active status or presence on our Products.**

People in your networks can see signals telling them whether you are active on our Products, including whether you are currently active on Consrv, or when you last used our Products.

**Apps, websites, and third-party integrations on or using our Products.**

When you choose to use third-party apps, websites, or other services that use, or are integrated with, our Products, they can receive information about what you post or share. Apps and websites you use may receive your list of Consrv friends if you choose to share it with them. But apps and websites you use will not be able to receive any other information about your Consrv friends from you, Information collected by these third-party services is subject to their own terms and policies, not this one.

Devices and operating systems providing native versions of Consrv (i.e. where we have not developed our own first-party apps) will have access to all information you choose to share with them.

**New owner.**

If the ownership or control of all or part of our Products or their assets changes, we may transfer your information to the new owner.

**Sharing with Third-Party Partners**

We work with third-party partners and sponsors who help us provide and improve our Products or who use Consrv Business Tools to grow their businesses, which makes it possible to operate our companies and provide free services to people around the world. We may sell any of your information to anyone. Here are the types of third parties we share information with:

**Partners who use our analytics services.**

We provide aggregated statistics and insights that help people and businesses understand how people are engaging in conservation activities and the rewards they choose.

**Advertisers.**

We provide advertisers with reports about the kinds of people seeing their ads and how their ads are performing, and we may share information that personally identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are). We also confirm which Consrv ads led you to make a purchase or take an action with an advertiser.

**Measurement partners.**

We share information about you with companies that aggregate it to provide analytics and measurement reports to our partners.

**Sponsors offering goods and services in our Products.**

When you redeem Consrv points or buy something from a seller in our marketplace, the Sponsor or seller can receive your public information and other information you share with them, as well as the information needed to complete the transaction, including shipping and contact details.

**Vendors and service providers.**

We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how our Products are used, providing customer service, facilitating payments or conducting surveys.

**Researchers and academics.**

We also provide information and content to research partners and academics to conduct research that advances conservation and supports our business or mission.

**Law enforcement or legal requests.**

We share information with law enforcement or in response to legal requests in the circumstances as required by law.

**IV. How can I manage or delete information about me?**

We provide you with the ability to access, rectify, port and erase your data. We store data until it is no longer necessary to provide our services and Consrv Products, or until your account is deleted - whichever comes first. This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs.

When you delete your account, we delete information about you, such as your activities, points, and rewards. Information that others have shared about you isn't part of your account and won't be deleted. If you don't want to delete your account but want to temporarily stop using the Products, you can deactivate your account instead. To delete your account at any time, please visit the Consrv Settings.

**V. How do we respond to legal requests or prevent harm?**

We access, preserve and share your information with regulators, law enforcement or others:

* In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States when we have a good-faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.
* When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Products), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm. For example, if relevant, we provide information to and receive information from third-party partners about the reliability of your account to prevent fraud, abuse and other harmful activity on and off our Products.

Information we receive about you (including financial transaction data related to purchases made with Consrv) can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.

**VI. How do we operate and transfer data as part of our global services?**

We share information globally, both internally within the Consrv Companies, and externally with our Sponsors, partners and with those you connect and share with around the world in accordance with this policy. Your information may, for example, be transferred or transmitted to, or stored and processed in the United States or other countries outside of where you live for the purposes as described in this policy. These data transfers are necessary to provide the services set forth in the Consrve Terms to globally operate and provide our Products to you. We utilize standard contract cluases, rely on the European Commission's adequacy decisions about certain countries, as applicable, and obtain your consent for these data transfers to the United States and other countries.

**VII. How will we notify you of changes to this policy?**

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our Products.

**VIII. How to contact Consrv with questions**

You can learn more about how privacy works on Consrv. If you have questions about this policy, you can contact us as described below. We may resolve disputes you have with us in connection with our privacy policies and practices through TrustArc. You can contact us at support@consrv.org.

**Privacy Notice for California Residents**

If you are a California resident, you can learn more about your consumer privacy rights by reviewing the law here: [California Consumer Privacy Act (CCPA) | State of California - Department of Justice - Office of the Attorney General](https://oag.ca.gov/privacy/ccpa)

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## Terms of Service

### Welcome to Consrv!1. The Services we provide

Consrv builds technologies that educates and rewards Consrvers on the activities that sustain our environment, are environmentally friendly, reduce our carbon footprint, conserve our planet enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of Consrv.
We don’t charge you to use Consrv or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think will be relevant to you and your interests. We use your personal data to help determine which ads to show you.

We may sell your personal data to advertisers, Sponsors and researchers. We don’t share information that directly identifies you (such as your name, email address or other contact information) with advertisers, Sponsors unless you give us permission. In most cases, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content.

### 2. How our services are funded

Instead of paying to use Consrv, by using the Consrv Products covered by these Terms, you agree that we can show you ads that businesses and organizations pay us to promote on and off the [Consrv Company Products](https://www.facebook.com/help/195227921252400?ref=tos). We use your personal data, such as information about your activity and rewards, to show you ads that are more relevant to you.

Protecting people's privacy is central to how we've designed our ad system. This means that we can show you relevant and useful ads without telling advertisers who you are. We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 18-35 who like cycling). We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Consrv. For example, we provide general demographic and interest information to advertisers to help them better understand their audience. We collect and use your personal data in order to provide the services described above to you.

### 3. Your commitments to Consrv and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

**1. Who can use Consrv**

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

* Use the same name that you use in everyday life.
* Provide accurate information about yourself.
* Create only one account (your own).
* Not share your password, give access to your Consrv account to others, or transfer your account to anyone else (without our permission).

We try to make Consrv broadly available to everyone, but you cannot use Consrv if:

* You are under 13 years old.
* You are a convicted sex offender.
* We've previously disabled your account for violations of our Terms or Policies.
* You are prohibited from receiving our products, services, or software under applicable laws.

**2. What you can do on Consrv**

We want people to use Consrv to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
	* That violates these Terms and other terms and policies that apply to your use of Consrv.
	* That is unlawful, misleading, discriminatory or fraudulent.
	* That infringes or violates someone else's rights
2. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you have shared in violation of our Community Standards, we’ll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report content or conduct that you believe violates your rights our terms and policies.

We also can remove or restrict access to your content, services or information if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts to Consrv.

**3. The permissions you give us**

We need certain permissions from you to provide our services:

1. Permission to use content you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Consrv and the other [Consrv Company Products](https://www.facebook.com/help/195227921252400?ref=tos) you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a ‘license’) to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you log an activity, redeem points for rewards, share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. This means, for example, that if you share an activity on Consrv, you give us permission to store, copy, and share it with others such as service providers that support our service or other Consrv Products you use. This license will end when your content is deleted from our systems.

When you delete content, it’s no longer visible to other users, however it may continue to exist elsewhere on our systems where:

* + immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
	+ your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
	+ where immediate deletion would restrict our ability to:
		- investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
		- comply with a legal obligation, such as the preservation of evidence; or
		- comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

1. Permission to use your name, profile picture, and information about your actions with ads and sponsored content: You give us permission to use your name, activities, points earned and redeemed you have taken on Consrv next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you.
2. Permission to update software you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

**4. Limits on using our intellectual property**

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Consrv), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or similar marks)  with our prior written permission.

4. Additional provisions

**1. Updating our Terms**

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Consrv community, you can delet your account at any time.

**2. Account suspension or termination**

We want Consrv to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people’s rights or where we are required to do so for legal reasons. Any un-redeemed points will be lost.

Where we take such action we’ll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

**3. Limits on liability**

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Consrv Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Consrv Products will not exceed the greater of $100 or the amount you have paid us in the past twelve months.

**4. Disputes**

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Consrv Products ("claim"), you agree that it will be resolved exclusively in the state of Minnesota, Hennepin County. You also agree to submit to the personal jurisdiction of these courts for the purpose of litigating any such claim, and that the laws of the State of Minnesota will govern these Terms and any claim, without regard to conflict of law provisions.

**5. Other**

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Consrv, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our Sponsor Terms. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
6. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
7. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
8. We reserve all rights not expressly granted to you.