

Project InnerSpace Privacy Policy & Terms

Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to www.projectinnerspace.org, and Project InnerSpace, Inc. and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Project InnerSpace, Inc. include www.projectinnerspace.org and InnerSpace. The InnerSpace website is a news, information, and donation solicitation site (“products and services”). By using the InnerSpace website, you consent to the data practices described in this statement.

Collection of your Personal Information

In order to better provide you with products and services offered, InnerSpace may collect personally identifiable information if you voluntarily provide it to us, such as your:

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number

If you engage with InnerSpace's products and services, we may collect billing and/or credit card information. This information is used to complete donation transactions.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a contest sponsored by us or one of our partners; (c) signing up for newsletters, updates or other communications; (d) sending us an email message; (e) submitting your credit card or other payment information when engaging with products and services. To wit, we will use your information for communicating with you in relation to services and/or products you have requested from us.

Use of your Personal Information

InnerSpace collects and uses your personal information to operate and deliver the services you have requested.

Sharing Information with Third Parties

InnerSpace does not sell, rent or lease its customer lists to third parties.

InnerSpace may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, arrange for deliveries, or process transactions. All such third parties are prohibited from using your personal information except to provide these services to InnerSpace, and they are required to maintain the confidentiality of your information.

InnerSpace may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal

process served on InnerSpace or the site; (b) protect and defend the rights or property of InnerSpace; and/or (c) act under exigent circumstances to protect the personal safety of users of InnerSpace, or the public.

Tracking User Behavior

InnerSpace may keep track of the websites and pages our users visit within InnerSpace, in order to determine what InnerSpace services are the most popular. This data is used to deliver customized content and advertising within InnerSpace to customers whose behavior indicates that they are interested in a particular subject area.

Automatically Collected Information

Information about your computer hardware and software may be automatically collected by InnerSpace. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the InnerSpace website.

Use of Cookies

The InnerSpace website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize InnerSpace pages, or register with InnerSpace site or services, a cookie helps InnerSpace to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same InnerSpace website, the information you previously provided can be retrieved, so you can easily use the InnerSpace features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the InnerSpace services or websites you visit.

Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

InnerSpace secures your personal information from unauthorized access, use, or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network

can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.
- Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:
- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

InnerSpace does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

E-mail Communications

From time to time, InnerSpace may contact you via email for the purpose of providing announcements, updates, and/or other general communication. In order to improve our Services, we may receive a notification when you open an email from InnerSpace or click on a link therein.

If you would like to stop receiving communications via email from InnerSpace, you may opt out of such communications by emailing hello@projectinnerspace.org, or clicking the unsubscribe link at the bottom of the communication.

Changes to this Statement

InnerSpace reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the website and/or Services available after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

InnerSpace welcomes your questions or comments regarding this Statement of Privacy. If you believe that InnerSpace has not adhered to this Statement, please contact InnerSpace at: hello@projectinnerspace.org.

Site Terms and Conditions

Welcome to Project InnerSpace's ("InnerSpace" "we," "us," or "our") website, (www.projectinnerspace.org) (the "Site"). These terms of use ("Terms") are a legal agreement between you, a registrant, visitor, or user of the Site ("you" or "your"), and InnerSpace that governs your use of the Site, including all related webpages, and downloadable materials, data, information, photos, or other documentation ("Content") that appears on the Site. Your access to the Site is conditioned upon your acceptance of these Terms and our Privacy Policy, which is incorporated into these Terms by this reference. Please read our Terms and Privacy Policy carefully. If you do not agree with these terms, you should not access or use the site.

Privacy Policy

Please review our Privacy Policy above, which is part of these Terms and describes how we handle any personally identifying information. By accessing, browsing, or using the Site, you expressly consent to the collection, use, storage, processing, and disclosure of your information, including personally identifiable information, as described in our Privacy Policy. Please do not use our Site to send unsolicited proprietary business information, including but not limited to inventions, proprietary pitch decks, or patent applications.

Communications

The Site may allow you the option to provide your contact information, including, but not limited to, your name, email address, and zip code, to us in order to receive certain communications from us, including, but not limited to, occasional updates and marketing materials. Any email communication you receive from us will include an unsubscribe link that will allow you to manage your email preferences. You may also cancel your registration by contacting us at: hello@projectinnerspace.org, subject to our Privacy Policy.

Site Content License

Subject to these Terms, InnerSpace grants you a limited, revocable license to copy and distribute the Content that appears on the Site only for non-commercial purposes, specifically, research, teaching and learning and other similar purposes regarding educational, environmental, economic, technology, social and political issues. You may not use the Site Content for any commercial purpose or in any manner that disparages or discredits any person. In no circumstance does this license to you extend to the Site code, user interface design, or infrastructure. All distributed copies must display the following copyright notice: Copyright 2022-[current year] Project InnerSpace, Inc. Permission to copy or distribute any materials that appear on the Site that are owned or copyrighted by others must be obtained from the third party that owns such Content.

Marks

All trademarks, service marks and trade names of InnerSpace (including, but not limited to, the names, logos, the Sites' names, the Sites' design, taglines (collectively, the "Marks") are registered or common law trademarks of InnerSpace. In no event may the Marks be reproduced separately from the textual content associated with them on the Sites. You shall not use our name or any language, pictures or symbols which could, in InnerSpace's judgment, imply our endorsement, including without limitation in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without InnerSpace's prior written consent.

Links, Frames, Metatags and Bots

You may link to the home page of the Site as long as you do not do so in a false or misleading manner. You may not frame the Content of the Site or the Site itself. You may not use metatags or any other "hidden text" that incorporates our Site's Contents without our express written consent. You may not use automated means, such as bots, to access and collect Content from the Site.

Links to Other Websites

The Site contains links to other websites that we think may be of interest to you. We do not endorse or sponsor any third party websites or the information, products, or services contained on any third party websites and we have no control over third party websites or their content. Remember that when you link to or share content on another website, that other website is governed by its own user agreement and privacy statement, which you should read. Access to and use of any third party website is solely at your own risk.

Site Availability and Support

You may access the Site if and when it is available. We do not guarantee availability of the Site or Content on the Site. The Site may occasionally be down for service, upgrades, or for other reasons. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Site at any time and without notice. We have no obligation to provide support in relation to the Site or Content.

Disclaimer of Warranties

To the maximum extent permitted by applicable law, the site, including all text, graphics, logos, audio and video clips, photographs, and other content is provided “as is,” “with all faults,” and “as available” and the entire risk of use and performance remains with you. We do not make any representations, warranties, or conditions, express, implied, or statutory and hereby disclaim any and all warranties with respect to the site. In particular, we make no warranty that the site or content: (a) will meet your requirements; (b) will be available or provided on an uninterrupted, timely, secure, or error-free basis; (c) will be accurate, complete, or reliable, or (d) will be free from viruses, worms, or other harmful or malicious components. Nor do we warrant that any defects or errors on the site or content will be corrected. We do not assume any liability relating to delays or interruptions attributable to third party failures beyond our control. The site and all content you download or obtain from the site is accessed at your own risk, and you will be solely responsible for any resulting damage or loss.

Disclaimer of Certain Damages

To the maximum extent permitted by applicable law, in no event will we be liable for any consequential, special, incidental, indirect, or punitive damages of any kind, whether foreseeable or not, arising out of or in any way connected with the site or these terms, even if InnerSpace has been advised of the possibility of such damages.

Limitation of Liability and Exclusive Remedies

To the maximum extent permitted by applicable law and to the extent they are not excluded or disclaimed under other sections, our maximum, aggregate liability to you, and your exclusive remedy under these terms for any and all damages, injuries, and losses arising from any and all claims and causes of action arising out of, based on, resulting from, or in any way related to these terms or the site shall be limited to five dollars (\$5.00). The existence of multiple claims or suits under or related to these terms or the site will not enlarge or extend the limitation of money damages. Some jurisdictions do not allow the exclusion or limitation of damages (including incidental or consequential), loss, or liability from intentional acts (including fraud, fraudulent misrepresentation, and failure to disclose defects), product liability, or for death or personal injury. Nothing in these Terms will be interpreted as excluding liability which cannot under applicable law be excluded in those jurisdictions.

Indemnification

You hereby agree to defend, indemnify, and hold InnerSpace and its affiliates, and their respective directors, officers, members, managers, employees, agents, partners, suppliers, and licensors (“Indemnified Persons”) harmless and will keep them indemnified from any third party claims or demands, including reasonable

attorneys' fees, relating to, arising from, or allegedly arising from (a) your use of the Site; (b) any violation by you of these Terms; or (c) your violation of any other party's rights or applicable law.

Notices

We may give you all required notices (including legal process) by any lawful method, including by posting notices on the Site or by sending notice to any email address you provide to us. You agree to send notices to us by emailing them to the following address: hello@projectinnerspace.org.

Changes to these Terms

We reserve the right to change these Terms at any time upon notice to you. We will give notice by posting updated Terms on the Site, sending you an email, or by any other reasonable means. You should periodically review these Terms for changes and you can review the most current Terms at any time at: Terms of Use. The updated Terms will govern your use of the Site as of their effective date, which will be noted when the new terms are posted and announced. If you do not agree to the updated Terms, you should stop using the Site. Your use of the Site after the effective date of the updated version of these Terms will constitute your acceptance of the updated Terms.

Termination

We reserve the right to terminate the Site and these Terms at any time without advance notice, including as to you if you violate these Terms or our Privacy Policy. These Terms (including without limitation the limitation of liability, indemnification, and governing law sections) survive any such termination.

Governing Law and Exclusive Jurisdiction and Venue

These Terms and your use of the Site are governed by the laws of the state of Massachusetts without regard to its conflicts of law principles. You expressly agree that jurisdiction and venue for any dispute relating to or arising from these Terms, Content, or the Site will reside exclusively in the state and federal courts of Suffolk County, Massachusetts except that we may pursue injunctive relief in any court having jurisdiction.

International Use

InnerSpace's servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including submissions and personal data) to and in the United States and/or other countries; (ii) if you are from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Site; and (iii) you shall comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Site. The Site and its Contents are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which that would subject InnerSpace or its affiliates to any registration requirement within such jurisdiction or country.

General

If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Section titles are only for convenience and have no legal or contractual significance. We may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in the Site. If, at any time, we fail to respond to a breach of these Terms by you or others, such failure will not waive our right to act with respect to subsequent or similar breaches. A waiver will only be binding on us if it is in writing and signed by us. These Terms (including any incorporated terms or policies) constitute the entire agreement between you and InnerSpace with respect to the Site and the Content. Both you and InnerSpace warrant to each other that, in entering these Terms, neither you nor InnerSpace have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and InnerSpace, Indemnified Persons, or InnerSpace's successors and permitted assigns, will have any right to enforce any of these Terms. You and InnerSpace agree that any cause of action arising out of or related to the site or content must commence within 1 year after the cause of action accrues; otherwise, such cause of action is permanently barred.

Comments and Questions

If you have any questions, comments or concerns about the Site, including Content, please contact us at: hello@projectinnerspace.org.

Adopted and effective as of May 01, 2022