

# NOMAGIC - TERMS OF SERVICE (TOS)

## § 1. GENERAL TERMS

1. The Terms of Service determine terms, conditions and functioning of Services made available by NOMAGIC.
2. In order for the Services to be provided and to make use of the Platform it is required that You (User) acknowledge (read) and accept provisions of the Terms of Service.
3. The Terms of Service have become effective as of 7<sup>th</sup> of February, 2020.
4. For the following words and phrases used in the Terms of Service the following meaning shall be adopted:
  - a) Service Provider – NOMAGIC, an informal entity (formerly a private limited company registered in the UK).
  - b) User – a person who has entered into an Agreement with Service Provider;
  - c) Consumer – a natural person who has entered into an Agreement with no relation to his/her business nor professional activity;
  - d) Account – a user account within the Platform and a collection of resources and authorisations available after logging into the Platform;
  - e) Login – an Account ID being a User's unique identifier or his associated primary email address on the Platform;
  - f) Password - a unique set of signs (numbers or special signs) used to authorize access to and log into an Account;
  - h. Third Party - any natural or legal person or entity not being a legal person but having legal capacity according to the European law, except for a User and Service Provider;
  - g) Terms of Service – these Terms of Service which determine terms, conditions and functioning of the Platform and provision of Services by means of the Platform;
  - h) Registration – an act performed by a User which is a prerequisite for entering into an Agreement on provision of Services within the Platform;
  - i) Platform – a system of websites which belong to Service Provider and are available through different URL addresses. The Platform's has a full list of the active URLs to access the different services: <https://wiki.nomagic.uk>;
  - j) services provided by means of electronic communication/services provided by electronic means – provision of a service without Your and Our simultaneous presence (at a distance), by data transfer, at Your individual request, being sent or received by means of electronic processing device, including digital compression or data storage, which is entirely conferred, received or/and transmitted through telecommunications network;
  - k) personal data – information allowing for identification of a natural person;
  - l) Data Controller – an entity within the meaning of the Data Protection Act of 1998 on personal data protection;
  - m) cookies - small textual information sent by the web server and saved on the side of a User;
  - n) Agreement – an agreement on provision of Services within the Platform, entered into by a User and Service Provider and in compliance with the Terms of Service;
  - o) Services – services available by means of the Platform;
  - p) telecommunications networks – a combination of interrelated and cooperating IT devices and software which enable the following activities: data processing and storage as well as data sending

and reception, via telecommunications networks, by means of a terminal device appropriate for a specific telecommunications network, as specified in the Communication Act of 2003;

q) newsletter – an e-bulletin sent by Service Provider to recipients who agreed on reception of commercial and non-commercial information;

r) payable sum – a weekly donation of 2 euros (8 euros per month) is strongly suggested using our account on Liberapay – <https://liberapay.com/nomagic/donate> . Please keep in mind that running and maintaining Nomagic infrastructure has a cost in time and money.

## **§ 2. TECHNICAL REQUIREMENTS**

1. In order for the Platform and Services to function properly it is required that Users make use of a device connected to Internet and running a Web browser respectful of Open Standards (Firefox, Brave, Chromium).

2. Technical assistance is provided in accordance with § 4 of the Terms of Service.

## **§ 3. SCOPE AND TYPES OF SERVICES**

1. Within the Platform the Service Provider shall offer free of charge services such as: account maintenance and a termination of Service, including assisting a customer to retrieve his data on a termination of service. Note that some services come with direct encryption of the data, and as such cannot be retrieved by the Service Provider.

2. A User shall provide Service Provider with the following data: his/her first-name, surname, an available username of his/her choice and a working email address to be able to activate his/her account. The data provided shall be saved within the Service Provider directory. An active User has the right to access and modify his own information outside of the chosen username, which cannot be modified.

3. If in the territory of the country which uses the User's Service, digital privacy is considered at risk and endangered by numerous laws allowing mass spying on the general public, the use of the Service is particularly encouraged.

4. Use of the Platform / Services (Web, Mail, etc.) is available only for persons with full legal capacity and / or single person business or legal persons.

### **Registration**

5. Registration requires provision of a first-name, surname, username, valid and reachable e-mail address (used for account activation) and password. An activation link shall be sent to the email address provided by a User. A click on the link is a prerequisite for successful completion of the Registration process, which is complete once the new user has provided the new password for the account.

6. Registration within the Platform shall be voluntary.

### **Account removal**

7. The account may be removed on request by a User at any time. In such an event the account shall be locked within 1 to 15 days and further removed within 15 to 30 days. The User is responsible for ensuring all the data he/she wants to conserve is backed up before requesting for the account removal.

8. Should a User wish to get his/her account removed, he/she shall send either:
  - a) a PGP signed email compliant with his/her first-name and surname, and mentioning the associated username in the email.
  - b) A direct chat notice on Nomagic's Matrix server (using Riot client or via <https://riot.nomagic.uk> ) to the system administrators. For the request to be valid the user has to use his/her own Nomagic Matrix account. The system administrator account is **@matrix\_admin:matrix.nomagic.uk**

The Service Provider may contact the Customer for further approval if any doubts should arise.

9. Service Provider may deactivate and further remove a User's account at any time, should a User be in breach of the Terms of Service or law. In the case of a breach of terms resulting in an account removal, personal data resources shall be made available to the User in accordance with the withdraw service. If the deletion of the account is due to a breach of the law by the User, the Service Provider will assist binding law if requests are made under appropriate documents issued by the appropriate authority /prosecutor.

## § 4. TECHNICAL ASSISTANCE

1. Service Provider provides technical assistance to Users in relation to provision of Services and functioning of the Platform.
2. In order to receive technical assistance, it shall be advisable to follow in order of escalation:
  - a) consult available documentation on the wiki of the Service Provider. The wiki contains limited information on the available applications and an FAQ will be implemented there.
  - b) consult available documentation on the official Web service's application website. All applications are Free and Open Source applications built and developed by different teams / organisations / companies. They all come with official documentation, and often with forum and / or Github/ Gitlab dedicated pages where issues can be submitted
  - c) use the Nomagic forum at <https://support.nomagic.uk>. You can log in using your usual username/password. The forum is **public**, so make sure to not leak any information that should not be made public. The forum is an ideal centralised point for users to be able to ask and possible answer questions of other users. Always do a quick search of your issue using keywords before opening a new thread to avoid duplicates.
  - d) contact the Service Provider at [support@nomagic.uk](mailto:support@nomagic.uk) This email address is only accessible for Users.
  - e) If the assistance includes private information and requires coordinated assistance, please send an email to support with as much detail as you can regarding the issue **without** disclosing private information like your password (d). After reviewing your email, if further assistance is required we will need a way to contact you (telephone number or XMPP JID) at a specific time and date available to both parties to troubleshoot in cooperation. Please note that this is on a best-effort basis by the Service Provider, and that this is reserved for issues with accessing the services. Please also note that if the problem cannot be reproduced on the Service Provider's end (meaning the problem is not on the server side), no further assistance is to be expected from the Service Provider.
3. Technical assistance shall be provided on a best-effort basis, depending on the Service Provider availability.

## **§ 5. AGREEMENT CONCLUSION**

1. The Agreement shall be entered into between Service Provider and a User on the basis of a standard contractual agreement – the Terms of Service effective as on the date of conclusion of the Agreement.

2. An Account within the Platform shall be created/requested by a person having reached maturity and having full legal capacity. The Service Provider shall presuppose that the data provided by a User are compliant with factual state.

3. In order to enter into an Agreement it shall be required to fill in the Registration form, acknowledge and accept the Terms of Service and give proper consents necessary for the services to be provided properly at the Registration stage. In the event of an incorrect email address being provided by a User, the Registration process cannot be completed successfully (activation is required).

4. It shall be deemed that the Agreement has been concluded with the very moment of an Account activation (link confirmation) by a User. The moment of conclusion of an agreement on provision of a particular service of a User's choice shall be the very moment of clicking on the relevant confirmation button.

## **§ 6. DURATION AND TERMINATION OF THE AGREEMENT**

1. The Agreement shall be entered into for an unlimited period, as long as the Service Provider is in activity and that the User's yearly or monthly plan is honoured of the matching payable sum.

2. The Agreement may be terminated by either of the Parties at any time under certain conditions. For a User, this is defined in paragraph 3 section 7 and 8. Account deletion initiated by the Service Provider shall only be on severe and/or repeated breaches of the term of services, like a major misuse/ attack of the Platform, or in case of a termination of business. Deletion should happen within the term of services.

3. Service Provider shall be entitled to disable access to a User's Account should the User be in breach of legal provisions and/or the Terms of Service. In such event it shall be deemed that the Account is disabled at the User's fault and the circumstances shall be explained. The Account may be disabled for the entire duration of the Agreement.

The decision to re-activate the Account shall be made by Service Provider under conditions:

a) In case of a breach of the Terms of Service, the User needs to take actions to prevent further breach. Depending of the gravity of the breach of the terms of Service, the User account may not be reactivated, in which case his account will be deleted and no refund will be applicable.

b) In case of unpaid fees to use the Services, the Service Provider may, at his own discretion, decide to reactivate User's account while waiting for the account to be provisioned as a courtesy. Once provisioned, and assuming there is no breach of the Terms of Service, the service shall be reactivated within the next 72 hours.

The act of disabling access to an Account shall not be deemed termination of an Agreement. User has the right to lodge a complaint.

4. Would a User be in debt and not give further respond to our emails or calls (when phone contact has been provided) after 30 days, his account will automatically be eligible for complete removal.

5. The Consumer has the right to withdraw from the Agreement within 14 days of the conclusion of the Agreement. The Consumer can use for this purpose a withdrawal form, which is enclosed in

attachment no. 2 to the Terms of Service. The form needs to be send via email at [withdrawal@nomagic.uk](mailto:withdrawal@nomagic.uk) using the User's NOMAGIC email address.

6. The User data shall be made available in the form of a downloadable archive to the former User by the Service Provider if User requests for it. Note that the trial offering is not eligible to this service.

## **§ 7. USER'S RIGHTS AND OBLIGATIONS**

1. A User shall be obliged to make use of the Platform and Services available within the Platform subject to terms and conditions of the Terms of Service.

2. A User may inform Service Provider about his/her ideas on introducing new functionalities to the Platform. Service Provider welcomes any ideas concerning development of the Platform and Services and encourages Users to contact him on that subject matter.

3. Each and every User shall be obliged to provide complete data that he/she is entitled to make use of the data (provided that he/she has reached maturity and has full legal capacity).

4. Each and every User shall be obliged to:

a) provide Service Provider with true (compliant with factual and legal state) data, including personal data, and update the data promptly after its modification by introducing proper changes within the Account from the User account portal available at <https://id.nomagic.uk>

b) provide Service Provider with the data, including the personal data, that he/she is entirely entitled to make use of;

c) make use of the Platform and Services available within the Platform in compliance with binding and applicable law, provisions of the Terms of Service, purpose of provision of the Services and socially acceptable moral standards;

d) make use of the Account only in his/her favour;

e) refrain from making such use of the Platform and Services available within the Platform that would result in their malfunctioning, any disturbance or hindrance in their functioning;

f) refrain from any activity that is illegal or contrary to socially acceptable moral standards, or infringe economic or personal rights of other Users, any third party or justified interests of Service Provider, or other Users or any third party;

g) refrain from interfering with the Source Code in a way that would make the service non-operational;

h) refrain from accessing Accounts belonging to other Users (e.g. by breaking Passwords);

i) refrain from generating excessive or disproportionate load of the connections and other infrastructure, by means of which the Service and the Platform are available;

j) keep its Password confidential and refrain from making it available to other Users and any third party;

k) refrain from making his/her Account available to other Users or any third party.

5. It shall be forbidden to make use of the Service for the purposes of conducting terrorist, sabotage or other criminal activity, or any other law infringements, or torts.

6. User's rights and obligations resulting from the Agreement shall not be transferred on any third party. A User shall not be entitled to transfer/re-sale/dispose of his/her Account onto a third party. Service Provider shall be solely entitled to create Accounts. Each Account shall be created for one User only and with limitation to one unique set of personal data.

## **§ 8. SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS**

1. Service Provider shall not interfere with any Account or data gathered within an Account unless:
  - a) he acts upon User's request for technical assistance;
  - b) there is a suspicion of a breach of the Terms of Service or binding law.
2. Service Provider shall be entitled to ask Users about their general opinion and level of satisfaction in relation to use of the Platform or Services provided within the Platform, including technical assistance. Opinions may be collected in a form of short questions or brief surveys conducted on a yearly basis.
3. Service Provider shall be entitled to examine the manner of use of the Platform or Services provided within the Platform, but only by collecting anonymous data. The Service Provider uses Piwik to collect statistics for some of the Services, however IP are anonymised and Piwik is set to respect browser's preferences and not collect any information if the 'Do Not Track' setting is enabled.
4. At his own discretion, Service Provider shall be entitled to enhance parameters and functionalities of the Services. The modifications shall not result in poorer quality of the Services provided to a User.
5. Service Provider shall reserve to himself the right to make the Platform and/or the Services unavailable, entirely or partly, due to technical reasons, including a need for maintenance works or modifications to be introduced. Service Provider shall exercise the utmost care so that an instance of unavailability is the least onerous for the User.
6. Service Provider shall exercise the utmost care so that the Services are provided duly, on regular basis and without any disruptions.
7. Service Provider shall be entitled to take any other actions subject to terms and conditions of the Terms of Service.

## **§ 9. PAYMENTS**

1. A fixed periodic payment to the Service Provider is required for continuous use of the Platform and services.
2. The amount of the periodic payment depends on the period of engagement. As of December 30<sup>th</sup> 2017 the current fees are:

Private individual

  - a) 7£ per month to access all available services on a monthly basis
  - b) 70£ per year to access all available services on a yearly basis

Associations accounts come with 3 generic accounts and mailing possibilities. This type of account is only for associations.

  - a) 15 £ per month to access all available services on a monthly basis
  - b) 150 £ a year to access all available services on a yearly basis
3. Outside of free trials, a payment in the form of a standing order needs to be made for the Service Provider to activate an account. This aims at keeping the ledger and time dedicated to accounting as low as possible.
4. Once a User has established the standing order and first payment is received, the User will be provided with an email containing a link to initialise his/her password for the account. This email will trigger the start of the Platform and service usage. Renewed payment will be expected at the end of the period (a month or a year depending on the plan).
5. The current end of validity period of a user account (linked to payment status) shall be made available on display within a User's Account.

6. If a payment is due but the Standing Order has been cancelled without noticing the Service Provider, the Service Provider may decide to deactivating a User's Account at his own discretion without any prior warning, before or after seeking for further explanation towards the User.

7. Payments made monthly will not be subject to any refund policy. A yearly subscription terminated on User's request will be eligible for refund for the remaining months, starting on the month following the termination request.

## **§ 10. PERSONAL DATA PROTECTION**

1. Should it be necessary, Service Provider shall be entitled to control the data provided to him by Users, including their personal data.

2. Service Provider shall be a Data Controller only for the data provided by Users during the registration process. The data generated/ uploaded by a User belongs to him/her and is his/her responsibility. Each User shall have full access to his/her data processed by the Service Provider and the ability to modify the data or request for their removal (in case of an account removal). Each User shall be entitled to withdraw his/her consent for data processing (newsletter). Service Provider shall be obliged to perform all duties of a data controller imposed on him by binding law.

3. Users' personal data shall be processed in the following manner:

a) in accordance with the provisions on personal data protection, including Directive 95/46/EC of European Parliament and forthcoming General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) enforceable from 25 May 2018.

b) in accordance with the implemented Privacy Policy and internal documents on processing security;

c) within the scope and purposes necessary to conclude, determine the content, modify the content, dissolve or realise properly the Agreement or proper provision of the Services;

d) within the scope and purposes necessary to fulfil legally justified purposes realised by the Data Controller, on condition that the data processing shall not violate rights or freedoms of the person whose data is processed.

4. Each User shall have full access to her/his data processed by the Service Provider and to correct or modify or remove the data at any time subject to terms and conditions of the Terms of Service.

5. Service Provider shall be entitled to disclose User's personal data to entities authorized to have such access on the basis of the binding law provisions (e.g. execution authorities).

6. Service Provider shall be entitled to entrust the personal data saved in telecommunications network to be processed by an entity having registered premises within the territory of European Economic Area as long as the entity meets requirements of binding EU law.

7. The data might be removed due to dissolution of the Agreement. In such event Service Provider declares that he shall store the Users' data for the duration required by the binding law and for the purposes of the future, prospective claims between the Parties or in relation to the binding law provisions.

8. The data which does not constitute personal data but contains information on a User might shall not be processed by Service Provider without prior anonymisation. The data as specified herein-above shall not be made available to any third parties of any kind.

9. Service Provider shall not make the User's personal data available to any entity unless the entity is authorized to have access to the data by binding law.

10. The personal data provided by a User shall be kept confidential and shall not be displayed to other Users.

11. Each User shall be provided with important information subject to terms and conditions of the Privacy Policy (notifications).

12. In the event of a need to process Users' personal data for specific technical assistance, this shall be performed only with User's consent and within the scope and for the purposes specified in the consent.

## **2 Factor Authentication**

13. Factor Authentication is not provided at the moment. The Service Provider will be looking for solutions that allow 2FA without the need to use third-party Web Giant companies, however we cannot make any promises yet.

## **§ 11. COMPLAINTS**

1. In order to make a complaint, a User shall contact the technical assistance at [complaint@nomagic.uk](mailto:complaint@nomagic.uk)

2. Formal complaints (not to be confused with support) shall be made within 7 days after the occurrence of damage (e.g. Service malfunctioning, recurring connectivity issues). The complaint shall state Login and describe in details all instances of malfunctioning (including statement on time and place of the occurrence).

3. The complaints shall be settled at Service Provider's earliest convenience; however, this shall take no longer than 14 days. The User shall be informed on the status of his/her complaint by electronic means.

4. The day of the complaint filing shall be deemed the day when the Service Provider receives the complaint.

5. The Service Provider shall not be entitled to any form of payments as a result of the complaints. If the User is unhappy with our services, he/she is free to terminate his/her account at any time (refer to [section §6](#) for more details).

## **§ 12. INTELLECTUAL PROPERTY**

1. Each and every piece of software within the Platform is Free and Open Source Software, with different forms of FOSS licences depending on the software's editor choice.

2. Web applications and software icons / logos may be subject to trademark and/or copyright, please refer to the official application's website to get more details.

1. All written content on <https://www.nomagic.uk> is released under Creative Commons Attribution-Share Alike (CC-BY-SA) 4.0 International Public License

2. Other content's associated licensing for <https://www.nomagic.uk> is mentioned in the footer of all webpages. Specifically, SVG icons used to illustrate content is mostly taken from Font Awesome Free, licensed under CC-BY 4.0.

3. None of the herein-above listed elements shall be used without proper application of the Creative Commons license terms.

## § 13. LIABILITY

1. Each User shall be liable for the accuracy of the data, including the personal data, she/he provides Service Provider with and own action or omission in the Service.
2. Service Provider shall not be liable for:
  - a) incorrect entry of a User's data,
  - b) lack of access to the Internet on the side of a User or its limitations;
  - c) limitations or malfunctioning of software or devices belonging to a User and which foreclose making use of the Service;
  - d) damages incurred and loss of profit on the side of a User or any third party resulting from Password disclosure to third parties by a User;
  - e) damages incurred and loss of profit on the side of a User or any Third Party resulting from a User's actions or non-actions, in particular due to use of the Application by a User in breach of the Terms of Service or binding law, also the use resulting in his/her Account being disabled or preserve the resources forfeit in compliance with binding law,
  - f) damages incurred and loss of profit on the side of a User or any third party resulting from the actions or non-actions of any third party, not being a party of the Agreement, which could not be influenced by Service Provider,
  - g) damages incurred and loss of profit on the side of a User not resulting from Service Provider's intentional actions;
  - h) links to the websites belonging to third parties. The websites belong to and are managed by their respective administrators or service providers. Service Provider shall not be liable for their accessibility or quality.
3. A User makes use of the Platform and the Services provided within the Platform at her/his own risk and responsibility.
4. Service Provider shall exercise no control over the manner the User manages her/his Account.
5. In the event of Service Provider having received an official notification or actual knowledge on unlawful character of the data, including the User's personal data, the Service Provider shall contact the User in order to get the situation explained and act in accordance with the Terms of Service (he shall disable the Account, or, eventually, remove the Account) and binding law.
6. Should on the side of a third party occur circumstances which make it impossible for Service Provider to continue proper provision of the Services, Service Provider shall not bear any liability.

## § 14. FINAL PROVISIONS

1. Service Provider shall make the content of the Terms of Service available to Users before Registration and send a link pointing to the Terms of Service by email.
2. The Terms of Service might be made available in any other manner, upon a User's or third party's individual request should there be a problem with its displaying or reading. If so, Users or third parties are kindly asked to contact the technical assistance.
3. Service Provider shall be entitled to introduce modifications to the Terms of Service. Said modifications excludes introducing proprietary software or reselling of any data originating in User's actions.
4. Each User shall be informed through an email message sent to the email address ascribed to their Accounts (main e-mail address of the User, in the form of *username@nomagic.uk*) on each substantial

modification of the Terms of Service at least 14 days prior to the date when the modifications will have become effective.

5. In case of substantial modification of the Terms of Service specified in subclause 4 herein-above, every User may terminate the Agreement until the modification becomes binding. If a User fails to notice Service Provider on termination or to terminate the Agreement within the period specified herein-above, it shall be deemed that the User agrees on provision of the Services in accordance with the Terms of Service as modified.

6. Modification of the scope or type of the Services which is not contrary to the currently binding Agreement shall not be deemed a substantial modification of the Terms of Service. This shall apply to modifications of descriptions and information on functioning of the Services.

7. In the event of a Third Party noticing breach of binding law, she/he shall be obliged to contact the technical assistance and send a reliable notification on the unlawful character of the data, including the User's personal data. In such event, Service Provider shall contact the User and obtain explanation of circumstance of the case.

Should it be justified, Service Provider shall be entitled to disable access to information, data, including personal data, or the Account indicated by the third party as illegal.

8. In case of any subject matters not being covered by the Terms of Service, the applicable law shall be the European Union law and/or the British law depending on the request (the service is hosted in Germany). If the case involves Consumers, the provisions applicable to Consumers shall be in force.

9. In the event of any provision of the Terms of Service being declared null and void by the court, the other provisions shall survive.

10. Each and every dispute shall be settled in an amicable manner, in particular Service Provider declares his willingness to participate in ADR (Alternative Dispute Resolution).

11. Each and every dispute between Service Provider and the User who is not a Consumer shall be settled amicably in the first place and only in case of failure by the court having jurisdiction in the place of the Service Provider's registered premises.

12. The attachments shall constitute an integral part of the Terms of Service.

Modifications of the Privacy Policy shall be *mutatis mutandis* governed by the herein-above provisions on modifications of the Terms of Service.

**Attachment no. 1: Privacy Policy.**

**Attachment no. 2: Withdrawal form.**

**Attachment no. 3: Table of subscription – <https://www.nomagic.uk/plans.html>**

## ATTACHMENT: PRIVACY POLICY

Please read the below document on protection of personal data within the Platform. Details on personal data processing are explained in the Terms of Service.

### Security

- ◆ The process of logging into any services made available by the Service Provider should be done through HTTPS. Redirections are in place to enforce this behaviour.
- ◆ All our HTTPS certificates are signed using Let's Encrypt®, a free, automated and open certificate authority carried by the non-profit Internet Security Research Group (ISRG).
- ◆ To log into an Account a User must enter a Password. It is highly recommended that the Password is changed at least every 90 days, no more seldom than every 180 days.
- ◆ Different Web services have different session expiry timeouts, after which a User is automatically logged out.
- ◆ It is at the discretion of the Users to decide whether or not to allow their browser to save their Password. If doing so, we highly recommend to use a master password in the browser's preferences and to never leave their browsing session open and unattended.
- ◆ Users should be careful if using publicly accessible Wi-Fi Internet connections to access our services. The use of an established VPN tunnel is highly recommended in this case.
- ◆ Users should be particularly careful if using devices which belong to either third parties or both third parties and a User/Users. If necessary, we strongly advise to use a private session in a FOSS browser freshly downloaded from official website
- ◆ If in doubt of possible compromised account, the User should change his/her password as soon as possible from a trusted device.
- ◆ Any device infected by a virus/ spyware /malware or using proprietary software may be collecting data / passwords without user knowledge. The Service Provider recommends using GNU/Linux distributions relying on official repositories only to achieve a safest environment. Best practice should also be followed at all times.
- ◆ An Internet hosting company and Data Centre Operator located in Germany, Hetzner Online GmbH, provides Service Provider with physical servers and Storage service for backups. Service Provider has entered into a renting agreement for the aforementioned services.
- ◆ Service Provider did not notify his data collections to ICO (Information Commissioner's Office), as this was not a requirement given that Service Provider is not reselling any of its Users' data to any third party.
- ◆ Service Provider has implemented protective measures on different layers:
  - ◆ email treatments (anti-spam, anti-virus, greylisting, RBL-based automatic rejections, non-standard compliant connections automatic rejections)
  - ◆ firewalls are in-place on IPv4 and IPv6 for all services to limit access only to permitted ports.
  - ◆ Blocks of blacklisted IP part of The Spamhaus Block List addresses (<https://www.spamhaus.org/sbl/>) are fully denied access to the Platform.
  - ◆ The Services are provided free of any advertisement, however we recommend to whitelist our different Website's Services when using privacy browser extension like 'Ublock Origin' or 'Privacy Badger'. This should not be seen as a requirement though, and both extensions are highly recommended for daily Internet browsing. Again, if you spot anything suspicious you are more than welcome to bring it to the Service Provider's attention.

## Cookies

### What do we mean by “cookies”?

Cookie files are transferred to search engines and then stored in the memory of devices and read by the server during each connection to the Platform. The files do not contain any data that would allow any third party for discovering Your personal data nor make contact with You, e.g. via email or phone. Storage of the cookie files does not allow us or any third party for having access to your private device.

### What kind of cookie files do we process?

Within the Platform we process the following cookie files:

- ◆ We make use of cookie files as intended originally by the application developers of a Service. Usually cookies are used only for the logging session and the choice of language. Because of the nature of the services provided (not developed by us), cookies may be valid for different times.
- ◆ Anonymised statistics via the use of Piwik®.
- ◆ Any other cookie that ships with the Web applications we have chosen to include as part of the provided services.
- ◆ No third-party analytics or whatsoever, to the best of our knowledge. If you have any suspicion on a specific cookie, we will be happy to investigate it further and take corrective measures when applicable.

### How can you disable cookie files?

- ◆ By means of Your search engine (browser) settings, You should be able to decide whether cookie files are to be processed or not. If You do not want the cookie files to be processed, You need to disable the processing by choosing an appropriate option in privacy settings of Your search engine (browser).
- ◆ If you disable the processing of cookie files, it shall not affect the way the Website is displayed; however, this may affect the accessibility and/or usability of the Services. The Service Provider recommends the use of trustful browser expansions that can allow auto-destruction of cookies automatically when closing a Web page.

## Notifications

Notifications are email messages sent to a User and concerning the manner the Platform is used. By default notifications are enabled. If desired, a User can cancel the subscription from the link provided at the bottom of the newsletter.

## ATTACHMENT: WITHDRAWAL FORM

.....  
City, date

.....  
First name

.....  
Surname

To: Nomagic  
e-mail: [withdrawal@nomagic.uk](mailto:withdrawal@nomagic.uk)

### Statement of withdrawal from a distance contract

I apply for a waiver of the Agreement concluded on: (Date of establishment of Account).

User id and e-mail address chosen at the registration stage:

userid:.....

e-mail address:.....

Please provide the reason (optional):.....

.....

.....

.....

Please sign the declaration yourself and return the scanned document by e-mail.

Consumer signature