

# Agentfoundations.org Privacy Policy and Terms of Use

## Privacy Policy

### We Value Your Privacy

Machine Intelligence Research Institute, Inc. ("MIRI") has adopted this Privacy Policy ("Privacy Policy") to provide you, the user of [agentfoundations.org](https://agentfoundations.org) (the "Website"), with information about how MIRI uses certain information it collects when you use the Website. MIRI values your privacy and has adopted this policy in an effort to remain transparent with respect to its collection and use of this information.

### What Information Does MIRI Collect?

MIRI collects and maintains personally identifiable information ("PII") about individual users, which it collects through your use of the Website. For the majority of users, MIRI collects a minimal amount of PII including, but not limited to, IP addresses, geolocation data, pixel tags, web beacons, Website pages accessed, and use of the Website. MIRI collects this information so that it may better diagnose problems with its servers, administer the Website, and build statistical metrics used to track Website visitor traffic. MIRI may, however, collect additional PII depending on what you voluntarily provide to it. For instance, MIRI may collect any or more of the following PII when you voluntarily submit it to MIRI:

- Email address;
- First name and surname;
- Usernames;
- Phone number or fax number;
- Company name;
- Company description;
- Website URL;
- Country of Residence;
- Occupation;
- Social Media presence (e.g. LinkedIn; Facebook; Twitter);
- Information needed to complete a payment; and
- Any other information that you voluntarily submit to the Website.

### How Your Information May Be Used

As stated above, MIRI's collection of PII is premised on helping you enjoy a better user experience. MIRI obtains PII from its users in order to diagnose problems and properly administer the Website. MIRI does not provide, sell, or rent your PII to anyone outside the organization, except as provided in this Privacy Policy.

The Website also uses "cookie" messages to automatically help provide better services. A cookie may be placed in your computer so that when you visit the Website again, we can remember your preferences based on the information you provided before. Cookies allow us to track your usage of the Website so we know which aspects of our Website are the most popular. You can reject cookies or cancel them by changing your web browser settings accordingly.

Although MIRI does not sell or rent your PII to third parties, MIRI may share your PII with third parties to provide the services offered through the Website.

MIRI may also share your PII with third-party service providers retained by MIRI in order to aid in the performance of the Website, such as when a credit card processor is required to facilitate a transaction. MIRI may also transfer your personal or personally identifiable information to third parties upon your consent. MIRI is not responsible for actions taken by third parties and you are advised to review third-party providers' privacy policies.

MIRI may share your PII with its company parents or subsidiaries or to a third party in a sale of MIRI or the Website. MIRI may also share or otherwise use your PII to respond to a duly authorized subpoena or court order, to respond to regulatory requests by government authorities, or where it has a good-faith belief that sharing PII is necessary to protect the safety, security, and/or reputation of MIRI, its employees, officers, agents, board of directors, investors, and/or its users, including as part of investigations, or in litigation, and, where necessary, to prevent fraud, false advertising, death, imminent bodily harm, or the violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international.

### Member Accounts

MIRI may require you to register an account with the Website in order to obtain access to additional features or areas of the Website, including submitting projects to or funding projects listed on the Website ("Account"). You are expressly prohibited from sharing your Member Account information with others and you agree that you will provide MIRI with accurate, complete, current, and relevant information when registering your

Member Account.

MIRI reserves the right to accept, reject, modify, suspend, or delete any Account within its sole discretion.

## How Is My Information Secured?

You are responsible for unauthorized access to your password and to your computer. MIRI takes reasonable precautions to protect the security of your PII; however, MIRI makes no guarantee or warranty regarding its security measures.

User-generated content is not private and is readily accessible to the public.

## How Do I Cease MIRI's Collection and/or Use of My Information?

You may cease MIRI's collection and/or use of your PII by discontinuing your use of the Website, and adjusting your web browser settings to clear any cookies remaining on your computer from your prior use of the Website.

## Online Tracking and California Do Not Track ("DNT") Disclosures

MIRI neither tracks nor collects PII from your online activities over time and across third-party websites or online services. Since this is the case, MIRI does not respond to a browser's DNT signal. MIRI's website may host embedded third-party content, such as a social media feature, that may set cookies on your browser and/or obtain information about the fact that you visited a specific MIRI website from a certain IP address. Any PII obtained in this fashion, however, is that which is voluntarily provided by you to the third party.

## Notices and Privacy Concerns

All notices to MIRI pursuant to this Privacy Policy may be made in writing to [privacy@intelligence.org](mailto:privacy@intelligence.org). You may also contact [privacy@intelligence.org](mailto:privacy@intelligence.org) with any questions or concerns about the Privacy Policy and our privacy practices.

## Content

### User-Generated Content

MIRI may provide you with the ability to upload or transmit User-Generated Content to or through the Website, including, but not limited to, text, comments, photographs, images, videos, audio files, profile information, name, likeness, advertisements, listings, information, and designs (collectively "User-Generated Content"). Except as otherwise provided herein, you own all rights in and to your User-Generated Content.

When you submit User-Generated Content to the Website, you grant MIRI a non-exclusive, irrevocable, worldwide, and perpetual license to use your User-Generated Content for the normal and intended purposes of the Website. These purposes may include providing you or third parties with access to and use of the Website, backing up or archiving the Website, and selling or transferring the Website to a third party. In submitting User-Generated Content to the Website, you agree to waive all moral rights in or to your User-Generated Content across the world, whether you have or have not asserted moral rights. You also agree to waive all rights of publicity or privacy in or to your User-Generated Content.

You warrant that you have adequate right, title, and interest in and to all User-Generated Content that you submit to the Website. You warrant that your User-Generated Content will not violate the terms of this Policy, the rights of third parties (including intellectual property rights or other personal or proprietary rights), or any applicable rule, law, regulation, ordinance, treaty, or statute, whether local, state, provincial, regional, national, or international.

If you believe that a user of the Website has violated the terms of this Policy, the rights of third parties (including intellectual property rights or other personal or proprietary rights), or any applicable rule, law, regulation, ordinance, treaty, or statute, whether local, state, provincial, regional, national, or international, you may submit a notification to [admin@intelligence.org](mailto:admin@intelligence.org) containing all relevant information.

MIRI reserves the right to remove any User-Generated Content at its sole discretion.

### Content Takedown Requests Due to Copyright Infringement

If you believe that a user of the Website has infringed upon your copyright rights, you may provide MIRI with a notice of copyright infringement that complies with §512 of the Digital Millennium Copyright Act.

Upon receipt of a notice that complies with this section, MIRI will make a good-faith effort to notify the owner or uploader of the allegedly infringing content so that they can respond with a counter-notification, if appropriate.

This notice of copyright infringement must contain the following:

1. The physical or electronic signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work(s) alleged to have been infringed;
3. The location of the copyrighted work(s) on the Website;
4. Your contact information, such as an address, telephone, fax number, or email address;
5. A statement that you have a good-faith belief that the use of the allegedly infringing content is not authorized by the copyright owner, its agent, or the law; and
6. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

If you are a Website user that believes that content subject to a notice of copyright infringement is not infringing, you may submit a counter-notification. This counter-notification must contain the following:

1. Identification of the specific materials that have been removed from the Website;
2. Your contact information, such as an address, telephone, fax number, or email address;
3. A statement, under penalty of perjury, that you have a good-faith belief that the content was removed as a result of mistake or misidentification;
4. A statement that you consent to the jurisdiction of the federal district court in which your address is located;
5. A statement that you will accept service of process from the notifying party; and
6. Your physical or electronic signature.

Notifications of copyright infringement and counter-notifications may be submitted to MIRI at [copyright@intelligence.org](mailto:copyright@intelligence.org).

## Acceptable Uses

You agree that you will not use the Website in violation of any term or condition of this Policy, outside of its customary and intended purposes, to violate the rights of third parties, or to violate any applicable rule, law, regulation, ordinance, treaty, or statute, whether local, state, provincial, regional, national, or international. You are explicitly prohibited from:

1. Transmitting unsolicited commercial email messages to users of the Website;
2. Imposing a disproportionate load on the Website or its server infrastructure, whether through a denial of service attack or otherwise;
3. Attempting to interfere with the operation of the Website;
4. Circumventing the Website's technological protection or security mechanisms;
5. Using a spider, scraper, or other automated technology to access the Website;
6. Attempting to gain access to the personal, personally identifiable, or payment information of a user of the Website;
7. Harassing a user of the Website;
8. Posting or transmitting content through the Website that is harassing, threatens or encourages bodily harm, constitutes hate speech, or advocates for the destruction of property;
9. Posting or transmitting content through the Website that infringes upon the rights of third parties, including intellectual property or other personal or proprietary rights;
10. Posting or transmitting content through the Website that constitutes fraud, a phishing scam, a pyramid scheme, or a chain letter;
11. Posting or transmitting content through the Website that is obscene, lewd, lascivious, or otherwise illegal.

## Modifications

MIRI reserves the right to suspend, replace, modify, amend, or terminate this Policy at any time and within its sole and absolute discretion. In the event MIRI replaces, modifies, or amends this Policy in a material way, MIRI will notify you by updating the Effective Date, located at the top of this Policy. Your continued use of the Services after a change in the Effective Date above will constitute your manifestation of assent to, and agreement with, any replacement, modification, or amendment herein.

## Limitation of Liability

YOU AGREE THAT THE WEBSITE IS PROVIDED ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, NON-INFRINGEMENT, AND TITLE. YOU AGREE THAT MIRI WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, JUDGMENTS, CHARGES, OR FEES ARISING OUT OF OR RELATED TO YOUR USE OF THE SOFTWARE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, COSTS AND ATTORNEYS' FEES, DAMAGES ARISING OUT OF ERRORS OR OMISSIONS, AND DAMAGES ARISING OUT OF THE UNAVAILABILITY OF THE WEBSITE OR DOWNTIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT MIRI'S LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO USE THE WEBSITE OR \$1,000, WHICHEVER IS LESS.

## Resolution of Disputes

YOU AND MIRI AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR CONCERNING THE VALIDITY, INTERPRETATION, BREACH, VIOLATION, OR TERMINATION OF THIS AGREEMENT. THIS ARBITRATION WILL BE HELD IN BERKELEY, CALIFORNIA IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR WILL DECIDE THE CLAIM ON THE BASIS OF THE LEGAL PRINCIPLES AND LAWS OF THE STATE OF CALIFORNIA AND WILL HAVE THE DISCRETION TO AWARD ALL COSTS AND ATTORNEYS' FEES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND MIRI AGREE THAT THE DETERMINATION OR AWARD OF THIS ARBITRATION MAY BE ENTERED AS A JUDGMENT IN ANY COURT SITTING WITHIN THE STATE OF CALIFORNIA THAT HAS JURISDICTION OVER THE SUBJECT MATTER OF THE DISPUTE. YOU AND MIRI UNDERSTAND AND AGREE THAT THEY WILL BE REQUIRED TO BE PRESENT WITHIN THE STATE OF CALIFORNIA IN ORDER TO PERFORM THEIR OBLIGATIONS UNDER THIS AGREEMENT. YOU AND MIRI HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION.

## Force Majeure

MIRI will not be responsible for any delay or failure in performance of the Website arising out of any cause beyond MIRI's control, such as acts of God, war, riots, fire, terrorist attacks, power outages, severe weather, or other accidents.

## Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Policy and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

## Interpretation

This Policy and Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

## Assignment

You are expressly prohibited from assigning your rights and duties under this Agreement. MIRI reserves the right to assign its rights and duties under the Agreement, including in a sale of MIRI or the Website.

## Waiver, Privacy Policy, and Integration

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to unless said waiver is in writing and signed by the party to be charged. This Agreement is the entire agreement between the parties and supersedes all previous agreements or representations between the parties.