

**REVEAL****FP7-610928****REVEALing hidden concepts in Social Media**

---

**Deliverable D1.2b****Legal / regulatory requirements analysis**

*Processing Personal Data from Social Media and Social Media API  
Terms & Conditions*

---

<b>Editor(s):</b>	Aleksandra Kuczerawy, Pieter-Jan Ombelet, Nikos Sarris, Prof. Peggy Valcke
<b>Responsible Partner:</b>	ICRI-CIR – KU Leuven
<b>Status-Version:</b>	Final - v1.2
<b>Date:</b>	30/10/2015
<b>EC Distribution:</b>	Public

<b>Project Number:</b>	FP7-610928
<b>Project Title:</b>	REVEAL

Project Title: REVEAL  
Project Coordinator: INTRASOFT International S.A.

Contract No. FP7-610928  
[www.revealproject.eu](http://www.revealproject.eu)

<b>Title of Deliverable:</b>	Legal/regulatory requirements analysis
<b>Date of Delivery to the EC:</b>	30/10/2015

<b>Workpackage responsible for the Deliverable:</b>	WP1
<b>Editor(s):</b>	Aleksandra Kuczerawy, Pieter-Jan Ombelet, Dr. Nikos Sarris, Prof. Peggy Valcke
<b>Contributor(s):</b>	
<b>Reviewer(s):</b>	Nikos Sarris, ATC
<b>Approved by:</b>	All Partners

<b>Abstract:</b>	The aim of this deliverable is to provide an additional analysis of the legal requirements when processing personal data from Social Media, as well as to analyse the API Terms & Conditions of the Social Media relevant for the REVEAL project
<b>Keyword List:</b>	Data Protection, terms & conditions, social media, API, Data Protection Directive, legitimate interest of the data controller

---



---

## DOCUMENT DESCRIPTION

---



---

### Document Revision History

<i>Version</i>	<i>Date</i>	<i>Modifications Introduced</i>	
		<i>Modification Reason</i>	<i>Modified by</i>
V0.2	09/09/2015	Creation of the Document Structure	KU Leuven - CiTiP
V0.3	18/09/2015	First Draft of the Document	KU Leuven - CiTiP
V1.1	25/09/2015	Second Draft of the Document	ATC
V1.2	15/10/2015	Final Draft of the Document	KU Leuven - CiTiP

---



---

## CONTENTS

---



---

<b>EXECUTIVE SUMMARY .....</b>	<b>6</b>
<b>1. INTRODUCTION .....</b>	<b>7</b>
<b>2. PROCESSING OF PERSONAL DATA FROM SOCIAL MEDIA .....</b>	<b>8</b>
2.1 PERSONAL DATA PUBLISHED ON THE INTERNET .....	8
2.2 LEGITIMATE INTEREST OF THE CONTROLLER .....	8
2.3 IMPLICATIONS OF THE CJEU GOOGLE SPAIN RULING .....	10
2.4 IMPLEMENTATION IN REVEAL .....	11
<b>3. TERMS AND CONDITIONS – TOWARDS A COMPLIANT PLATFORM.....</b>	<b>13</b>
3.1 ROLE AND RELEVANCE OF T&C .....	13
3.2 COMPLIANCE WITH T&C.....	16
3.3 KEY CONSIDERATIONS IN THE CONTEXT OF REVEAL.....	17
<b>4 CONCLUSION .....</b>	<b>20</b>
<b>REFERENCES.....</b>	<b>21</b>
<b>ANNEX .....</b>	<b>23</b>
REVEAL PLATFORM PRIVACY POLICY.....	23
REVEAL PLATFORM TERMS OF USE.....	27
REVEAL WEB FORM - REQUESTING DELETION OF INFRINGING CONTENT FROM THE REVEAL PLATFORM.....	32
REVEAL WEB FORM - EXERCISE OF YOUR DATA SUBJECT RIGHTS .....	33

---

---

## DEFINITIONS, ACRONYMS AND ABBREVIATIONS

---

---

Acronym	Title
API	Application Program Interface
DPD	Data Protection Directive
Google Spain	Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, 13 May 2014
T&C	Terms & Conditions

## Executive Summary

Deliverable 1.2b is the third legal deliverable of the REVEAL project. In the first year of the project legal research focused mainly on the privacy and data protection aspects in REVEAL. The goal was to make sure that the project is conducted ethically and does not infringe fundamental human rights of individuals (see Deliverable D1.2). Deliverable D1.2a extended the scope of the legal research within this project to an analysis of the Internet intermediary liability regime in the European Union.

Deliverable D1.2b provides additional considerations on legal and regulatory requirements during the project lifetime and later, at the exploitation phase. The ultimate objective of the legal task is to guide the REVEAL partners towards compliance with the rules regarding processing of personal data from social media.

In the second part of the deliverable, we focus on the API Terms & Conditions of the selected social media: Twitter and LinkedIn. In order to deliver sustainable results the REVEAL platform must comply with the API policies. The API Terms and Conditions were analyzed from both a legal and technical perspective.

Deliverable D1.2b includes an annex with the following documents: the REVEAL platform Privacy Policy, REVEAL Terms of Use, and two web forms for content removals.

In the third year of the project, the media law aspects of the project will be discussed (planned in M30).

## 1. Introduction

In the first two years of the project, the topics of privacy of Social Media users and the legal situation of REVEAL as an Internet intermediary dominated the legal discussions.

The presented deliverable aims to elaborate on the question of processing personal data of Social Media users. The discussion constitutes a follow up of the findings described in Deliverable D1.2 - section 5.4 Processing of personal data from social networks. Part 2 of the deliverable focuses on the compliance with the API Terms & Conditions of Social Media. The problem is addressed from both a legal and technical perspective. In particular, the key considerations for REVEAL are included, focusing on the Terms and Conditions of Twitter and LinkedIn.

The Annex includes: REVEAL Platform Privacy Policy, REVEAL Terms of Use and two web forms. The web forms are designed for both users and non-users of the REVEAL Platform to 1) request correction or deletion of their personal data, or to object to the processing of personal data by REVEAL; and 2) request removal of content infringing their rights (for example in case of copyrights violations or defamatory content).

## 2. Processing of Personal Data from Social Media

The following section is a continuation of the discussion in the REVEAL deliverable D1.2 - Legal /regulatory requirements analysis, and in particular section 5.4 - Processing of personal data from social networks.

### 2.1 Personal data published on the Internet

Personal data of the Internet users is protected by the EU data protection legislation. The protection applies even if personal data is publically available. The issue was addressed by the European Court of Justice in *Satamedia*.<sup>1</sup> In the 2011 ruling the CJEU stated that even if personal data have previously been made public (and are being reproduced in 'unaltered form'), this does not preclude applicability of the data protection legislation. To hold otherwise could lead to a situation where there would be no limits to the further processing of personal data once it has been made public.

The Court's reasoning applies to the social media environment. In the context of social media this means that entities involved in processing personal data from social media need to comply with the applicable data protection legislation. The finding is not new. For example, it has been articulated in the 2009 opinion of the Art. 29 Working Party on Social Networks.<sup>2</sup> In the document the Working Party noted that "*SNS providers and, in many cases, third party application providers, are data controllers with corresponding responsibilities towards SNS users*".<sup>3</sup>

The arguments established by the Working Party as well as the arguments of the CJEU apply to REVEAL, as was established in the first year of the project. For detailed analysis of the definitions, principles, data controllers' obligations and data subjects' right see deliverable D1.2 - Legal /regulatory requirements analysis.

### 2.2 Legitimate interest of the controller

As explained in deliverable D1.2, REVEAL will rely on a combination of two legal grounds for processing of personal data: a) consent and b) legitimate interest of the controller. In the following section we focus on the latter ground because it requires additional considerations when applied in the context of social media networking.

Legitimate interest of the controller is one of the legal grounds for processing of personal data listed in art. 7 of the Data Protection Directive. According to art. 7(f) of the Data Protection Directive personal data can be processed, if it is necessary for the purposes of the legitimate interests pursued by the controller or by the third party or parties to whom the data are disclosed, except where such interests are overridden by the interests for fundamental rights and freedoms of the data subject.

---

<sup>1</sup> Court of Justice of the European Union, *Tietosuojavaltuutettu v. Satakunnan Markkinapörssi Oy and Satamedia Oy*, C73/07, 16 December 2008, in particular paragraph 50 et seq. See also A. Scheuer and S. Schweda, 'The Protection of Personal Data and the Media', *Iris Plus* 2011, vol. 6, p. 8 et seq.

<sup>2</sup> Article 29 Data Protection Working Party, Opinion 5/2009 on online social networking, WP163, 12 June 2009. The Opinion addresses mainly the questions of controllership by the OSN providers and the OSN users.

<sup>3</sup> Article 29 Data Protection Working Party, Opinion 5/2009 on online social networking, WP163, 12 June 2009, p. 3.



In the recent Opinion on the notion of legitimate interest of the data controller, the Article 29 Working Party provides an extensive analysis of this legal ground.<sup>4</sup>

The group of the EU data protection officers clarified that the interest of the controller, in order to be legitimate, must be 'acceptable under the law'.<sup>5</sup> A 'legitimate interest' under Article 7(f), must therefore:

- be lawful (i.e. in accordance with applicable EU and national law);
- be sufficiently clearly articulated to allow the balancing test to be carried out against the interests and fundamental rights of the data subject (i.e. sufficiently specific);
- represent a real and present interest (i.e. not be speculative).<sup>6</sup>

In REVEAL we can distinguish several specific interests of the controller:

- In the journalistic scenario, the legitimate interest of the controller is to provide a discovery and verification tool contributing to exercising of freedom of expression and access to information.
- In the enterprise scenario, the legitimate interest of the controller is to provide a discovery and verification tool allowing enterprises to reach their customers, provide them with better support and services.
- At the research phase of the project, the legitimate interest of the controller is to conduct scientific research in the area of social media verification.

The data controller's interest identified in REVEAL fulfil the three conditions specified by the Working Party. We must highlight that the interest of scientific research is relevant solely for the duration of the project. The two other interests, however, remain relevant at the research and exploitation phases of the project.

Establishing whether interests of the data controller are overridden by the interests of the data subjects requires the balancing of interests at stake on a case-by-case basis. However,

*"A proper Article 7(f) assessment is not a straightforward balancing test consisting merely of weighing two easily quantifiable and comparable 'weights' against each other. Rather, the test requires full consideration of a number of factors, so as to ensure that the interests and fundamental rights of data subjects are duly taken into account."*<sup>7</sup>

The relevant factors include:

- the nature and source of the legitimate interest and whether the data processing is necessary for the exercise of a fundamental right, is otherwise in the public interest, or benefits from recognition in the community concerned;
- the impact on the data subject and their reasonable expectations about what will happen to their data, as well as the nature of the data and how they are processed;

---

<sup>4</sup> Article 29 Data Protection Working Party, Opinion 06/2014 on the notion of legitimate interest of the data controller under Article 7 of the Directive 95/46/EC, WP 217, 9 April 2014.

<sup>5</sup> Article 29 Data Protection Working Party, Opinion 06/2014 on the notion of legitimate interest of the data controller under Article 7 of the Directive 95/46/EC, WP 217, 9 April 2014, p. 25.

<sup>6</sup> Ibid. p. 25.

<sup>7</sup> Ibid. p.3

- additional safeguards which could limit undue impact on the data subject, such as data minimisation, privacy-enhancing technologies; increased transparency, general and unconditional right to opt-out, and data portability.<sup>8</sup>

The balancing exercise in REVEAL was conducted thoroughly during the first year of the project. It was established that the interests of the data controller are legitimate and compelling. It was also established that interference with the rights and interest of the data subjects, especially the right to privacy, is not significant. Reasonable expectations of privacy of the social media users are respected. REVEAL only targets information that is publically available and can be freely accessed through other search methods. The innovation of REVEAL lies in facilitating search functionality by arranging search results according to new criteria (modalities). To ensure that the rights and interests of the data subjects is not unduly interfered with REVEAL applies a number of additional safeguards. The safeguards are described in section 2.4 below.

### 2.3 Implications of the CJEU Google Spain ruling

Legitimate interest of the controller as a legal ground for processing personal data in new technologies was addressed in the last year ruling of the CJEU in the Google Spain case.<sup>9</sup>

The CJEU clarified that the activity *consisting in finding information published or placed on the internet by third parties, indexing it automatically, storing it temporarily and, finally, making it available to internet users according to a particular order of preference must be classified as ‘processing of personal data’ (...).*<sup>10</sup>

The described activities fit within the definition of personal data processing in art. 2(b) of the Data Protection Directive.<sup>11</sup> The description summarizes operations conducted by information location tools, also called search engine services.<sup>12</sup> The CJEU confirmed that, *processing such as that at issue (...) carried out by the operator of a search engine (...) is capable of being covered by the ground in Article 7(f).*<sup>13</sup>

Processing activities performed by the REVEAL platform are similar in their nature.<sup>14</sup> To establish the legal ground for processing personal data we apply, therefore, the reasoning behind art. 7 (f) DPD as well as the findings of the CJEU in Google Spain.

<sup>8</sup> Ibid. p.3

<sup>9</sup> Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, 13 May 2014, available at [www.curia.eu](http://www.curia.eu).

<sup>10</sup> Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, Par. 41. See also Par. 28: *Therefore, it must be found that, in exploring the internet automatically, constantly and systematically in search of the information which is published there, the operator of a search engine ‘collects’ such data which it subsequently ‘retrieves’, ‘records’ and ‘organises’ within the framework of its indexing programmes, ‘stores’ on its servers and, as the case may be, ‘discloses’ and ‘makes available’ to its users in the form of lists of search results.*

<sup>11</sup> See deliverable D1.2, section 4.4.1 – Material Scope.

<sup>12</sup> See also Article 29 Data Protection Working Party, Opinion 1/2008 on data protection issues related to search engines, WP 148, Adopted on 4 April 2008, p. 14.

<sup>13</sup> Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, Par. 73.

<sup>14</sup> See also Article 29 Working Party, ‘Guidelines on the Implementation of the Court of Justice of the European Union Judgment on “Google Spain and Inc. v Agencia Española de Protección de Datos (AEPD) and Mario Costeja González” C-131/12’ (Article 29 Working Party 2014) Guidelines WP 225 <http://ec.europa.eu/justice/data-protection/article-29/documentation/opinion->

The CJEU also observed that, *the organisation and aggregation of information published on the internet that are effected by search engines with the aim of facilitating their users' access to that information may, when users carry out their search on the basis of an individual's name, result in them obtaining through the list of results a structured overview of the information relating to that individual that can be found on the internet enabling them to establish a more or less detailed profile of the data subject.*<sup>15</sup>

The CJEU foresaw that when the search is conducted on the basis of an individual's name the activities, such as described above, may affect significantly the fundamental rights to privacy and to the protection of personal data.<sup>16</sup> As the person determining the purposes and means of that activity the operator of the service must ensure, within the framework of its responsibilities, powers and capabilities, that the activity meets the requirements of Directive 95/46.<sup>17</sup> Such phrasing does not mean that the processing is prohibited. The interpretation provided by the CJEU clarifies that, in case when the effect on the fundamental right to privacy is significant, the data controller must comply with the obligations specified in the Data Protection Directive. Even then, however, the data controller is held accountable for meeting the obligations within the framework of its responsibilities, powers and capabilities. The expectations towards data controllers, therefore, must remain within reason. For example, nobody expects search engines to notify each and every single Internet user that his personal data is indexed by the search engine. The conditions specified by the CJEU are satisfied by providing data subjects with a possibility to opt-out from the processing (e.g. through the delisting request).<sup>18</sup> Compliance with the notification requirement, in case of search engines, would be impossible (and would involve additional processing of personal data). Similar reasoning can be found in art. 11.2 of the Data Protection Directive, which specifies that the notification requirement does not apply if provision of such information proves impossible or would involve a disproportionate effort.<sup>19</sup>

Google Spain ruling of the CJEU contributed significantly to the clarification of the data protection rules in the context of services such as REVEAL. The Court's reasoning was carefully examined and applied to REVEAL. The analysis led to the conclusions explained in the following section.

## 2.4 Implementation in REVEAL

REVEAL platform involves processing of personal data of the social media users. The REVEAL platform will be used to run searches in selected social media to display social media content to the REVEAL end users. REVEAL will only target publically available profiles and content on social media. All access restraints set up by the social media users will be respected (restricted or closed profiles or robot.TXT files). It is of crucial importance to highlight that REVEAL will consist of: locating

---

recommendation/files/2014/wp225\_en.pdf. Par. 17 stating that: *The ruling is specifically addressed to generalist search engines, but that does not mean that it cannot be applied to other intermediaries. The rights may be exercised whenever the conditions established in the ruling are met.*

<sup>15</sup> Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, Par. 37.

<sup>16</sup> See also Article 29 Data Protection Working Party, Advice paper on essential elements of a definition and a provision on profiling within the EU General Data Protection Regulation, Adopted on 13 May 2013. The Working Party proposes a new wording of Article 20(1) GDPR, which covers profiling or measures based on it to the extent only that they significantly affect the interests, rights or freedoms of the data subject.

<sup>17</sup> See Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, Par. 38.

<sup>18</sup> See for example Google's Search removal request under data protection law in Europe: [https://support.google.com/legal/contact/lr\\_eudpa?product=websearch](https://support.google.com/legal/contact/lr_eudpa?product=websearch)

<sup>19</sup> See art. 11.2 Data protection Directive.

publically available information existing on social media, indexing it automatically and displaying it to the REVEAL end users according to the specified search queries. In that sense, REVEAL will operate on a similar basis as information location tools (search engines). Due to this specificity, REVEAL will rely on the same legal ground for processing of personal data as other search engines operating in the EU – legitimate interest of the controller.

REVEAL, moreover, will not store (other than temporarily to facilitate the transmission) the personal data from the targeted social media neither will it create profiles of the individuals by automatically pulling all the available personal data on social media and storing and displaying it in the form of directory for future reference via REVEAL platform. Processing of personal data by REVEAL will not produce legal effects concerning the data subject nor will it significantly affect their interests, rights or freedoms. REVEAL will respect the privacy expectations of the social media users.

To ensure that appropriate safeguards are in place, REVEAL will implement the following measures:

- REVEAL will access only publically available information
- REVEAL will introduce Privacy Policy and Terms & Conditions of the REVEAL platform for all the interested parties to obtain more information;
- REVEAL should not allow for intentional collection of sensitive personal data (e.g. by introducing filters such as: religion, medical condition, racial or ethnic origin, etc.). Accidental collection of sensitive data might occur (e.g. racial origin known from the profile picture) – prohibition to process such data is not applicable when sensitive personal data is made ‘manifestly’ public by data subjects, e.g. by disclosing them on SNS;
- REVEAL will provide web forms to object to processing and request deletion of personal data and request removal of infringing content;
- REVEAL will take every reasonable step to update the stored content to make sure that infringing content removed from the original sources (e.g. Social Networks) does not continue to exist in the REVEAL platform. The measure will ensure compliance with the data accuracy obligation (art. 6.1.d Data Protection Directive) and ensure affirmative liability protection (art. 13.1.c E-Commerce Directive) (cf. *infra* chapter 3);
- REVEAL does not take responsibility for the subsequent actions of the end users; if they decide to use the found content and related personal data they do it in their own capacity e.g. as journalists; this is not related to their use of REVEAL; in such a case end users need to comply with the rules that apply to such situation normally (e.g., applicable law, codes of ethics, internal house rules).

### 3. Terms and Conditions – towards a compliant platform

Compliance with the Social Media sites' Terms & Conditions (hereinafter "T&C") is crucial for the functioning of the REVEAL platform. These documents, also referred to as Policies, address everyone interacting with the Social Media platform. Different T&C's exist for two groups: traditional users and developers of applications. The traditional users are subject to less stringent conditions than the developers. The distinction is understandable, as traditional users usually merely provide content, whereas or developers also extract content through the platform's application programming interfaces (APIs). This part of the deliverable focuses on T&C's for application developers, since this is the more relevant issue for the REVEAL consortium.

The REVEAL partners have reviewed the T&C's of Twitter and LinkedIn early in the project's lifecycle, as to ensure compliance of the REVEAL platform with these policies. The aim of this deliverable is to present the findings and to emphasise the importance of reviewing T&C's within research projects engaging with Social Media.

Each Social Media follows a different risk management approach. It is therefore crucial for the REVEAL partners to reconcile the different approaches they are confronted with. To ensure compliance the partners conduct internal discussions and consider a possibility of separate agreements with the different Social Media. This compliance assessment with the different T&C's does imply a great overhead of work. The effort, however, is crucial to ensure compliance and the alignment of the project with the terms of the specific Social Media.

The conducted assessment of the T&C's of Twitter and LinkedIn is project specific, focusing on the objectives and functionalities of the REVEAL platform and planned architecture. The considerations presented in this deliverable are therefore not necessarily interchangeable with the considerations in other projects.

#### 3.1 Role and relevance of T&C

Social Media T&C's provide rules and guidelines for developers who interact with the Social Media ecosystem of applications, services and content.<sup>20</sup> The rules determine under which circumstances developers are allowed to use the API of the Social Media to access and exploit its content.

The T&C's are in fact a legal agreement or contract between the Social Media provider and the programmer or developer building an application that would access and use the licensed material of the Social Media through its APIs. The agreement encompasses the rights, obligations and restrictions as well as provisions on user protection and warranty disclaimers with regard to the Social Media platform.

The contract is entered into by accession. By using the licensed material, the developer or programmer agrees to having read, to comply with and be bound by the T&C. If the developer disagrees to be bound, they cannot access or use the licensed material.<sup>21</sup> As becomes apparent while analysing these T&C's, the contractual agreements are entered into by the developer without any preliminary negotiation process with the Social Media provider. Any disagreement of the developer with a condition set out in the contract automatically results in the refusal of access and

---

<sup>20</sup> Twitter Developer Policy, <https://dev.twitter.com/overview/terms/policy>, accessed on 10 September 2015.

<sup>21</sup> Twitter Developer Agreement, <https://dev.twitter.com/overview/terms/agreement>, accessed on 10 September 2015.

use of the licensed material by the Social Media provider. Effectively the developer is put in a ‘take-it-or-leave-it’ situation.

The Social Media provider often reserves the right to ‘update or modify this Agreement, Developer Terms, and other terms and conditions, from time to time at its sole discretion by posting the changes on this site or by otherwise notifying you’.<sup>22</sup> Twitter also emphasises that ‘[i]f any change is unacceptable to you, your only recourse is to cease all use of the Licensed Material. Your continued access or use of the Licensed Material will constitute binding acceptance of such updates and modifications.’<sup>23</sup> Similarly, LinkedIn’s Terms of Use state that they ‘reserve the right to modify, supplement, or replace the terms of these Terms, effective prospectively upon posting on the Developer Site or otherwise notifying you. For example, we may present a banner on the Developer Site when we have amended these Terms so that you may access and review the changes prior to your continued use of the APIs and Developer Site. If you do not want to agree to changes to these Terms, you can terminate these Terms at any time.’<sup>24</sup>

It is possible that a developer might violate the novel rules because he did not check them for a period of time.

T&C’s generally introduce a list of rules and requirements that developers have to abide by in order to interact with and access the licensed Social Media content. They are often extensive and address issues such as respecting the users’ control and privacy, transparency of the developer’s services, restrictions on content and use of the services, etc. The rules focus both on legal and technical issues related to the access and exploitation of the content of the Social Media.

Within the context of a research project such as REVEAL, it is advisable to have the legal and technical partners jointly analyse the T&C’s of the different Social Media providers. With this approach, the specific implications (for example of the conditions addressing data protection and privacy or copyright) will become clear. The technical partners should have a good understanding of the rules during the development process of the platform. Twitter for example specifies that a developer should ‘[d]isplay your Service’s privacy policy to users before download, installation or sign up of your application. Your privacy policy must be consistent with all applicable laws, and be no less protective of end users than Twitter’s Privacy Policy (...) You must comply with your privacy policy, which must clearly disclose the information you collect from users and how you use and share that information, including with Twitter.’<sup>25</sup> LinkedIn claims in this regard that ‘[y]our Application must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified or located where members download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact LinkedIn members. Your privacy policy must be at least as stringent and user-friendly as LinkedIn’s.’<sup>26</sup>

T&C’s contain also strictly technical requirements. Twitter provides technical rules concerning the twitter login: ‘(a) Present users with easy to find options to log into and out of Twitter, for example,

---

<sup>22</sup> Ibid.

<sup>23</sup> Ibid.

<sup>24</sup> LinkedIn Terms of Use, <https://developer.linkedin.com/legal/api-terms-of-use>, accessed on 15 September 2015.

<sup>25</sup> Twitter Developer Policy, [https://dev.twitter.com/overview/terms/policy#I.Update\\_Guiding\\_Principles](https://dev.twitter.com/overview/terms/policy#I.Update_Guiding_Principles), accessed on 11 September 2015.

<sup>26</sup> LinkedIn Terms of Use, <https://developer.linkedin.com/legal/api-terms-of-use>, accessed on 15 September 2015.

via the OAuth protocol or Twitter Kit. (b) Provide users without a Twitter account the opportunity to create a new Twitter account. (c) Display the Connect with Twitter option at least as prominently as the most prominent of any other third party social networking sign-up or sign-in marks and branding appearing on your Service. (d) Obtain consent before accessing users' email addresses using Twitter login. As part of Twitter's OAuth protocol, users may consent to share their email addresses with you. On iOS and Android, you must only request access to users' email addresses using the Twitter-approved user interface made available via Twitter Kit and must only access email addresses of users who provide consent through that user interface.<sup>127</sup>

Social Media providers are for-profit companies. The main goal of T&C's is therefore to protect the Social Media provider's business interests against possible (direct or indirect) competitors. There is a scenario plausible where a new application profits so much from the accessible content of a Social Media that it outgrows or becomes equally popular as the original Social Media platform. This is the main reason why T&C keep changing and continuously become stricter. For example Twitter admits that '[u]pdates may adversely affect the manner in which your Services access or communicate with the Twitter API or display Content. Your continued access or use of the Twitter APIs following an update or modification will constitute binding acceptance of the Update.'

Furthermore, Social Media providers closely monitor application ecosystems. Twitter even specifically states that '[i]f your application will need more than 1 million user tokens, you must contact us about your Twitter API access, as you may be subject to additional terms (...) Twitter may suspend or revoke access to the Twitter API if we believe you are in violation of this Policy. Do not apply for or register additional API tokens if Twitter has suspended your account.' LinkedIn goes even further and states that developers can use their APIs if 'your Application is NOT expected to: have more than 250,000 lifetime members; make more than 500,000 daily calls to an API; make more than 500,000 lifetime people search calls to an API; or serve greater than 1 million daily plugin impressions.'<sup>128</sup>

The second goal of T&C's is to protect the traditional users who provide content which will be extracted by developers. An increased emphasis on transparency and trust and the EU Data Protection reform explains this goal. The reform emphasises that users should be aware in what way and for which use certain applications process their personal data. Another incentive to protect the traditional users is to avoid possible vicarious liability for the developers' activities. Twitter obliges developers to:

'Get the user's express consent before you do any of the following: (i) Take any actions on a user's behalf, including posting Content, following/unfollowing other users, modifying profile information, or adding hashtags or other data to the user's Tweets. A user authenticating through your Service does not constitute user consent. (ii) Republish Content accessed by means other than via the Twitter API or Twitter other tools. (iii) Use a user's Content to promote a commercial product or service, either on a commercial durable good or as part of an advertisement. (iv) Store non-public Content such as direct messages or other private or confidential information. (v) Share or publish protected Content, private or confidential information.'<sup>129</sup>

---

<sup>27</sup> Twitter Developer Policy, [https://dev.twitter.com/overview/terms/policy#1.Update\\_Guiding\\_Principles](https://dev.twitter.com/overview/terms/policy#1.Update_Guiding_Principles), accessed on 11 September 2015.

<sup>28</sup> LinkedIn Terms of Use, <https://developer.linkedin.com/legal/api-terms-of-use>, accessed on 15 September 2015.

<sup>29</sup> Twitter Developer Policy, [https://dev.twitter.com/overview/terms/policy#1.Update\\_Guiding\\_Principles](https://dev.twitter.com/overview/terms/policy#1.Update_Guiding_Principles), accessed on 11 September 2015.

LinkedIn on their part states that '[y]ou may store a LinkedIn member's Profile Data if you have the consent of the LinkedIn member to do so.'<sup>30</sup> 'You must make it transparent to the member that you intend to store their Profile Data. This can occur either by (1) a written statement or (2) by pre-filling a member editable form with their Profile Data.'<sup>31</sup>

### 3.2 Compliance with T&C

The policies of Social Media providers are drafted unilaterally, which excludes any interpretation of the rules enshrined in the T&C. In case of vague rules, this could cause problems for developers. For example in their display requirements, Twitter states that '[n]o other social or third party actions may be attached to a Tweet. (e.g., subscribe, comment, like).'<sup>32</sup> Twitter list some examples, but no general definition is given as to what is considered a third party action. These ambiguities in the end have a strong chance of only affecting the application developer. The Social Media provider can interpret its T&C whichever way it deems fit. The developer's best intentions to comply with the T&C might not achieve a result satisfactory for the platform provider. As stated, 'Twitter may immediately terminate or suspend this Agreement, any rights granted herein, and/or your license to the Licensed Materials, at its sole discretion at any time, for any reason'. LinkedIn on their part reserve the right to 'suspend or terminate your use of all or any of the APIs at any time if we believe you have violated these Terms or if we believe the availability of the APIs in your Application is not in our or our members' best interests. We may discontinue the availability of some or all of the APIs at any time for any reason. We may also impose limits on certain features and services or restrict your access to some or all of the APIs or our Website. All of our rights in these Terms may be exercised without prior notice or liability to you.'<sup>33</sup>

Another issue faced by the REVEAL project is the frequency of changes in T&C's. Social Media providers tend to constantly update and substantially change their Policies from one day to another, hereby complicating bona fide compliance by developers. Twitter 'may update or modify this Agreement, Developer Terms, and other terms and conditions, from time to time at its sole discretion by posting the changes on this site or by otherwise notifying you'.<sup>34</sup> Furthermore, the changes and updates are often unpredictable. Predictions are difficult, as they reflect the current business interests of the Social Media providers. The lack of foreseeability of changes can of course endanger the existence of certain applications. Moreover, it forces developers to re-assess the compliance of the applications with the new T&C's every time an update is introduced. The only other option would entail dropping certain non-compliant functionalities completely. This leads to the situation where 'anyone who builds a product on a third-party platform, especially a free one, risks losing everything, anytime, on a moment's notice'.<sup>35</sup>

---

<sup>30</sup> LinkedIn Terms of Use, <https://developer.linkedin.com/legal/api-terms-of-use>, accessed on 15 September 2015.

<sup>31</sup> LinkedIn Specifications for Obtaining Consent to Store Profile Data, <https://developer.linkedin.com/legal/storing-member-data>, accessed on 15 September 2015.

<sup>32</sup> Twitter Display Requirements, <https://about.twitter.com/company/display-requirements>, accessed on 11 September 2015.

<sup>33</sup> LinkedIn Terms of Use, <https://developer.linkedin.com/legal/api-terms-of-use>, accessed on 15 September 2015.

<sup>34</sup> Twitter Developer Agreement, <https://dev.twitter.com/overview/terms/agreement>, accessed on 15 September 2015.

<sup>35</sup> Phelps, A., Twitter's API changes will have a real impact on news developers, Nieman Journalism Lab, 17 August 2012, [http://www.niemanlab.org/2012/08/twitters-api-changes-will-have-a-real-impact-on-news-developers/?utm\\_source=Weekly+Lab+email+list&utm\\_campaign=650bc81e79-WEEKLY\\_EMAIL&utm\\_medium=email](http://www.niemanlab.org/2012/08/twitters-api-changes-will-have-a-real-impact-on-news-developers/?utm_source=Weekly+Lab+email+list&utm_campaign=650bc81e79-WEEKLY_EMAIL&utm_medium=email)



Since there are no exceptions for research purposes, assessing compliance with T&C's within a project such as REVEAL is crucial. The constant changes and updates of the different Social Media Policies can seriously hinder the project's progress. Every project can of course request special conditions of the Social Media providers for research purposes. There is no guarantee, however, that such requested would be granted.

### 3.3 Key considerations in the context of REVEAL

While analysing the T&C's of Twitter and LinkedIn, certain key considerations have surfaced that REVEAL has to bear in mind while developing the platform. To make this subsection clearer, Twitter and LinkedIn will be discussed separately.

#### 3.3.1 Key considerations on the use of Twitter

To provide a thorough analysis of the terms and conditions that may affect the development and operation of the REVEAL applications the following documents were studied:

1. General Terms of Service (<https://twitter.com/tos?lang=en>): These govern the use of twitter for the usual operation i.e. Tweeting.
2. Terms for using commercial features of Twitter (<https://support.twitter.com/articles/20171943>)
3. The twitter rules on how you are allowed to use the basic service, while tweeting (<https://support.twitter.com/articles/18311-the-twitter-rules>)
4. Privacy policy (<https://twitter.com/privacy?lang=en>). This policy explains to users how Twitter may use their information
5. The developer agreement <https://dev.twitter.com/overview/terms/agreement>. : a general legal agreement.

Within the five documents listed above there are no apparent implications to how we use Twitter in the REVEAL applications.

6. Terms of API use (<https://dev.twitter.com/overview/terms>).
7. Developer policy (<https://dev.twitter.com/overview/terms/policy>)

Within the latter two documents the terms included are very relevant and should be carefully considered in the REVEAL applications. The key points that should be considered are the following.

The first and most basic restriction is that application developers always have to use the API. The Developer Agreement strictly forbids any attempts to: defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Twitter API. While doing so we also have to respect the following Terms and Conditions for using the API:

1. Promptly respond to Content changes reported through the Twitter API such as deletions or the public/protected status of Tweets.
2. Do not modify, translate or delete a portion of the Content.
3. Maintain the features and functionality of Content and API. Do not interfere with, intercept, disrupt, filter, or disable any features.
4. Only surface Twitter activity as it surfaced on Twitter. For example, any Service should execute the unfavorite and delete actions by removing all relevant Content, not by publicly displaying to other users that the Tweet is no longer favorited or has been deleted.
5. Do not (and do not allow others to) aggregate, cache, or store location data and other geographic information contained in the Content, except as part of a Tweet. Any use of location data or geographic information on a standalone basis is prohibited. There is an exact way on

how applications are allowed to use geolocation information, described in detail at: <https://dev.twitter.com/overview/terms/geo-developer-guidelines> .

6. Display the Service's privacy policy to users before download, installation or sign up of your application. Comply with the Service privacy policy, which must clearly disclose the information collected from users and how this is used and shared.
7. Do not use a single application API key for multiple use cases or multiple application API keys for the same use case.
8. Do not use Twitter Content or other data collected from users to create or maintain a separate status update or social network database or service.
9. Obtain consent before accessing users' email addresses using Twitter login.
10. Once a user has authenticated via Connect with Twitter via the Service, the user's Twitter identity must be clearly displayed via the Service.
11. To help ensure every Tweet is displayed optimally and connected to every user on Twitter using [Embedded Tweets](#) and [Embedded Timelines](#) is encouraged. However, if using embeds is not possible, the Display Requirements must be followed. There is an exact way in which developers are allowed to display a tweet. This is described in detail at <https://dev.twitter.com/overview/terms/display-requirements> and in summary is depicted in the following figure:



To address the above restrictions, the following actions have been planned in the technical implementation of the REVEAL applications:

- 1 The Twitter API will be strictly used for any access to Twitter content.
- 2 We will monitor the API service notifying of content changes and apply any that refer to our crawled content in a live stream. In the project application prototypes however, we will have to experiment with archived content which will be difficult to keep synchronised with delete requests. This will not be the case in the commercial prototype.
- 3 The content and Twitter features will be maintained with no changes
- 4 We will aggregate, cache and store location data (as Tweet Geotags and information about locations extracted from Geoparsing of Tweet tekst) only linked to the original tweets (i.e. as 'part of a tweet'). We will neither store location data nor use it in isolation from the original tweets.
- 5 Our privacy policy will be clearly displayed explaining what information is collected from users and how we will use and share that information
- 6 We will not use a single application API key for multiple use cases or multiple application API keys for the same use case.
- 7 We will not use Twitter Content or other data collected from users to create or maintain a separate status update or social network database or service
- 8 We will not access users' email addresses using the Twitter login
- 9 Once a user has authenticated with Twitter, we will clearly display the user's Twitter identity
- 10 The display requirements will be strictly followed

### 3.3.2 Key considerations on the use of LinkedIn

To provide a thorough analysis of the terms and conditions that may affect the development and operation of the REVEAL applications the following documents were studied:

1. User agreement (<https://www.linkedin.com/legal/user-agreement>): General Terms for how to use the service
2. Terms of Use for using the API (<https://developer.linkedin.com/legal/api-terms-of-use>)

From the above it is immediately clear that LinkedIn is much stricter and more restrictive than Twitter. Some key actions are forbidden, for instance:

1. Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work)
2. Copy or use the information, content or data of others available on the Services (except as expressly authorized)
3. Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information
4. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages
5. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services
6. Access the Services except through the interfaces expressly provided by LinkedIn, such as its mobile applications, linkedin.com and slideshare.net
7. Collect, use, copy, or transfer any information obtained from LinkedIn without the consent of LinkedIn

From the above it is clear that the actions absolutely necessary for the REVEAL applications (e.g. accessing its content) are not allowed without using the API.

Moreover, starting on May 12, 2015, LinkedIn is limiting the open APIs to only support the following uses:

- 1 Allowing members to represent their professional identity via their LinkedIn profile
- 2 Enabling members to post certifications directly to their LinkedIn profile
- 3 Enabling members to share professional content to their LinkedIn network
- 4 Enabling companies to share professional content to LinkedIn

It is clear that these features of the API again do not allow the REVEAL applications to have the necessary access.

A potential solution could be participation in the LinkedIn Partnership Programme (<https://developer.linkedin.com/partner-programs/apply>), which provides additional API functionality and data access, increased call limits and dedicated support. In particular, the “Consumer Solutions Program” would be closer to our needs, which offers “personalized and engaging user experiences for the audience by combining LinkedIn data and functionality into custom websites and mobile applications”. However, as it is clearly stated applications are only accepted when they’re providing value to members, developers and LinkedIn. Therefore, it is necessary to have a demonstrable application to be able to apply for the partnership programme. For this reason, the only viable solution appears to be to apply to the partnership programme when a first attractive prototype of the REVEAL applications is available. Until then it is not possible to use content present in LinkedIn.

## 4 Conclusion

Every legal consideration presented above has been taken into account by the REVEAL project. Compliance with the applicable privacy and data protection regime has been an important goal of REVEAL since the start of the project. REVEAL continues the approach to personal data from Social Media delineated in deliverable D1.2. The goal of the provided analysis was, therefore, to provide additional clarification on the topic, especially in the light of the recent EU case law. The task of complying with the Terms & Conditions of Social Media providers during the project's lifecycle will however prove difficult. T&C's are very restrictive, yet vague, and constantly changing. Interpreting the Policies and their changes will therefore prove cumbersome. However, this interpretation is crucial for the REVEAL project, because T&C's can greatly impact (certain functionalities of) the REVEAL project. And even though no uniform answers can yet be given, regular assessments of compliance with T&C's of the different Social Media providers will be performed during the project's entire lifecycle, bearing in mind the goals, objectives and functionalities of the REVEAL project.

## References

### Legislation

[1] Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (Data Protection Directive), O.J. L 281, 23 November 1995, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31995L0046:en:HTML>

[2] Law 2472/1997,  
[http://www.dpa.gr/pls/portal/docs/PAGE/APDPX/ENGLISH\\_INDEX/LEGAL%20FRAMEWORK/LAW%202472-97-NOV2013-EN.PDF](http://www.dpa.gr/pls/portal/docs/PAGE/APDPX/ENGLISH_INDEX/LEGAL%20FRAMEWORK/LAW%202472-97-NOV2013-EN.PDF)

### Opinions

[3] Article 29 Data Protection Working Party, Opinion 1/2008 on data protection issues related to search engines, WP 148, Adopted on 4 April 2008, p. 14.

[4] Article 29 Data Protection Working Party, Opinion 5/2009 on online social networking, WP163, 12 June 2009.

[5] Article 29 Data Protection Working Party, Advice paper on essential elements of a definition and a provision on profiling within the EU General Data Protection Regulation, Adopted on 13 May 2013.

[6] Article 29 Data Protection Working Party, Opinion 06/2014 on the notion of legitimate interest of the data controller under Article 7 of the Directive 95/46/EC, WP 217, 9 April 2014.

[7] Article 29 Working Party, ‘Guidelines on the Implementation of the Court of Justice of the European Union Judgment on “Google Spain and Inc. v Agencia Española de Protección de Datos (AEPD) and Mario Costeja González” C-131/12’, Guidelines WP 225, 26 November 2014.

### Case Law

[8] Court of Justice of the European Union, Tietosuojavaltuutettu v. Satakunnan Markkinapörssi Oy and Satamedia Oy, C73/07, 16 December 2008.

[9] Court of Justice of the European Union (CJEU), Google Spain SL, Google Inc. v Agencia Española de Protección de Datos (AEPD), Mario Costeja González, Case C-131/12, 13 May 2014.

### Online Sources

[10] Google’s Search removal request under data protection law in Europe: [https://support.google.com/legal/contact/lr\\_eudpa?product=websearch](https://support.google.com/legal/contact/lr_eudpa?product=websearch)

[11] Twitter Developer Policy, <https://dev.twitter.com/overview/terms/policy>, accessed on 10 September 2015.

[12] Twitter Developer Agreement, <https://dev.twitter.com/overview/terms/agreement>, accessed on 10 September 2015.

[13] Twitter Display Requirements, <https://about.twitter.com/company/display-requirements>, accessed on 11 September 2015.

[14] LinkedIn Terms of Use, <https://developer.linkedin.com/legal/api-terms-of-use>, accessed on 15 September 2015.

[15] LinkedIn Specifications for Obtaining Consent to Store Profile Data, <https://developer.linkedin.com/legal/storing-member-data>, accessed on 15 September 2015.

### **Publications**

[16] Phelps, A., Twitter's API changes will have a real impact on news developers, Nieman Journalism Lab, 17 August 2012, [http://www.niemanlab.org/2012/08/twitters-api-changes-will-have-a-real-impact-on-news-developers/?utm\\_source=Weekly+Lab+email+list&utm\\_campaign=650bc81e79-WEEKLY\\_EMAIL&utm\\_medium=email](http://www.niemanlab.org/2012/08/twitters-api-changes-will-have-a-real-impact-on-news-developers/?utm_source=Weekly+Lab+email+list&utm_campaign=650bc81e79-WEEKLY_EMAIL&utm_medium=email)

[17] Scheuer A. and Schweda S., 'The Protection of Personal Data and the Media', Iris Plus 2011, vol. 6.

## Annex

### REVEAL Platform Privacy Policy

#### 1. General

This privacy policy supplements the Terms of Use of the REVEAL Platform.

Terms not defined in this Privacy Policy or REVEAL Terms of Use will have the meaning given in the Greek Data Protection Act (Law 2472/1997).<sup>36</sup>

The purpose of this Privacy Policy is to inform you of the details of how the REVEAL platform processes your personal data.

#### ABOUT THE REVEAL PLATFORM

The REVEAL Platform has been developed by the REVEAL Consortium, which is a European funded (FP7) research project (Grant Agreement n° 610928).

The REVEAL Platform is an online application where users sign up to browse through the publically available Social Media stream of content. REVEAL makes it easy for users to: discover content of their interest, by applying topic based criteria; and decide how trustworthy this content is by utilising visualisation and analysis tools which may surface useful information e.g. on the profile of the source or on the authenticity of supporting information. The Platform currently draws social media content from Twitter and the Software AG community enterprise social network, as well as relevant multimedia content from the web.

#### ABOUT THE ORGANIZATION RESPONSIBLE FOR THE REVEAL PLATFORM ('DATA CONTROLLER')

Athens Technology Center (ATC) (Rizariou 10, Chalandri 152 33, Athens, Greece, Tel+30/210-6874300, Fax: +30/210-6855564, e-mail: info@atc.gr, is the responsible for the organization of the REVEAL Platform.

#### ABOUT THE APPLICABLE LAW

The handling and protection of the personal data of the REVEAL Platform is governed by the terms hereof and the provisions of Greek, European and international law on the protection of individuals with regard to the processing of personal data.

#### RECIPIENTS AND THIRD PARTIES

##### State Institutions

We ensure that your personal data will not be disclosed to State institutions and authorities except if required by law or other mandatory regulation.

---

<sup>36</sup> Law 2472/1997,

[http://www.dpa.gr/pls/portal/docs/PAGE/APDPX/ENGLISH\\_INDEX/LEGAL%20FRAMEWORK/LAW%202472-97-NOV2013-EN.PDF](http://www.dpa.gr/pls/portal/docs/PAGE/APDPX/ENGLISH_INDEX/LEGAL%20FRAMEWORK/LAW%202472-97-NOV2013-EN.PDF)

## Hosting

The servers are hosted by ATC, located at Rizariou 10, Chalandri 152 33, Athens, Greece.

## Security measures and access control

Appropriate and detailed security policies, rules and technical measures are implemented to protect your personal data that are revealed via the Platform and are stored on the Platform from improper or unauthorised access, including use of firewalls where appropriate. Requests that do not present the security identity of the sending entity are discarded.

All the employees and data processors, who have access to, and are associated with the processing of personal data, are obliged to respect the confidentiality of your personal data.

## 2. Information for REVEAL users

As a user of the REVEAL platform, you should only tick the box if you agree with the hereby presented conditions. By ticking the 'I agree' box you provide your consent to the processing of your personal data as outlined in this policy.

### ABOUT THE DATA THAT WILL BE PROCESSED

By ticking the 'I agree' box, you consent to the processing of your personal data for the purposes of the REVEAL platform, mentioned below in the "Purposes" section.

REVEAL platform collects and processes only your username and email address provided by you to REVEAL platform upon subscription. REVEAL platform limits the obtained personal data to the minimum required to provide the service.

### ABOUT THE PURPOSES FOR WHICH YOUR DATA WILL BE PROCESSED

The REVEAL Platform processes your personal data to deliver you the services offered through the REVEAL Platform as an extension of the REVEAL research project and to communicate with you. Specifically, the purpose of the REVEAL platform is to deliver a service that helps people discover and understand content in social media.

### SENSITIVE DATA

You should be aware that by signing up to the REVEAL platform, you may inadvertently reveal information about your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and data concerning your health or your sex life. We ask you to be careful and not to reveal any information you would like to keep confidential. In any case, we will never ask you to provide us with such information. However, if you decide to reveal this information, you expressly consent to have this information processed for the purposes mentioned above in the "Purposes" section.

### ABOUT YOUR RIGHTS

REVEAL respects all your rights e.g., right to object, right of access, and right to rectify, erase or block will be ensured.

REVEAL will delete or fully anonymize your personal data upon termination of your use of the REVEAL Platform, as described in the REVEAL Terms of Use.

### RIGHT TO OBJECT / DELETE / RECTIFY

Project Title: REVEAL  
Project Coordinator: INTRASOFT International S.A.

Contract No. FP7-610928  
[www.revealproject.eu](http://www.revealproject.eu)



You can have access to your personal data and fill in our web form to ask for their correction or deletion, or to object to the processing of your data and request removal of content infringing your rights by contacting the REVEAL Consortium partner Athens Technology Center (ATC), Rizariou 10, Chalandri 152 33, Athens, Greece, Tel+30/210-6874300, Fax: +30/210-6855564, e-mail: [info@atc.gr](mailto:info@atc.gr).

To protect your privacy and the privacy of others, we may have to verify that you are who you are before we can give you access to, or change, information about you. We may ask you for a legitimate reason along with your request for deletion.

### **3. Information for unregistered Social Media users ABOUT THE DATA THAT WILL BE PROCESSED**

The REVEAL Platform is only processing the personal data that is publicly available through social media profiles (Twitter). REVEAL platform limits the obtained personal data to the minimum required to provide the service.

Publicly available information such as your name, and username and any other information you have made public may be collected, as well as your publically available comments or opinions (such as for instance your public posts and/or tweets and/or hashtags).

If you remove data from your social media profile, it will no longer be linked to REVEAL.

#### **ABOUT THE PURPOSES FOR WHICH YOUR DATA WILL BE PROCESSED**

The REVEAL Platform processes your publically available personal data, comments and opinions (such as for instance your public posts and/or tweets and/or hashtags) to deliver the services offered through the REVEAL Platform. Specifically, the purpose of the REVEAL platform is to deliver a service that helps people discover and understand content in social media.

#### **SENSITIVE DATA**

You should be aware that, since your publically available comments or opinions (such as for instance your public posts and/or tweets and/or hashtags) may be searchable through the REVEAL platform, you may inadvertently reveal information about your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and data concerning your health or your sex life. We ask you to be careful and not to reveal any information in publically available comments or opinions you would like to keep confidential. In any case, we will never ask you to provide us with such information. However, if you decide to reveal this information, this information will be processed for the purposes of the REVEAL platform, mentioned above in the “Purposes” section.

#### **ABOUT YOUR RIGHTS**

REVEAL respects all your rights e.g., right to object, right of access, and right to rectify, erase or block.

REVEAL will delete or fully anonymized your personal data upon request, through a web form.

#### **RIGHT TO OBJECT / DELETE / RECTIFY**

You can have access to your personal data and fill in our web form to ask for their correction or deletion, or to object to the processing of your data and request removal of content infringing your rights by contacting the REVEAL Consortium partner Athens Technology Center (ATC), Rizariou 10,

Chalandri 152 33, Athens, Greece, Tel+30/210-6874300, Fax: +30/210-6855564, e-mail: [info@atc.gr](mailto:info@atc.gr).

To protect your privacy and the privacy of others, we may have to verify that you are who you are before we can give you access to, or change, information about you. We may ask you for a legitimate reason for along with your request for deletion.

#### **CONTACT INFORMATION**

ilabinfo@atc.gr

## REVEAL Platform Terms of Use

### PREAMBLE

The REVEAL Platform is an online application where users sign up to browse through the publically available Social Media stream of content (the “**REVEAL Platform**”).

REVEAL Platform makes it easy for users to: discover content of their interest, by applying topic based criteria; and decide how trustworthy this content is by utilising visualisation and analysis tools which may surface useful information e.g. on the profile of the source or on the authenticity of supporting information.

### PARTIES

This agreement (the “**Agreement**”) is entered by and between:

- 1) **REVEAL Platform Providers** represented by Athens Technology Center (ATC), Rizariou 10, Chalandri 152 33, Athens, Greece, represented by Nikolaos Tsaourakis and Yiannis Kliafas or their authorized representative;

and

- 2) User of the REVEAL Platform (hereinafter referred to “**You**” or “**Your**” or “**Yourself**”).

If You are entering into this Agreement on behalf of a business organization, research institution or entity, you warrant that you are duly authorized to bind that entity to this Agreement.

### AGREEMENT BETWEEN USER AND REVEAL

The Agreement consists of the below terms and conditions, as well as the **REVEAL Privacy Policy**.

The access to the REVEAL Platform is granted to You subject to Your acceptance without restrictions or modification of the Agreement and the terms, conditions, and notices contained therein. The simple use by You of the REVEAL Platform constitutes Your acceptance of the Agreement and the terms, conditions, and notices contained therein.

### MODIFICATION OF THESE TERMS OF USE

REVEAL Platform Providers reserves the right to change the terms, conditions, and notices under which the REVEAL Platform is offered, including but not limited to the charges associated with the use of the REVEAL Platform.

### LINKS TO THIRD PARTY SITES

The REVEAL Platform may contain links to other Web Sites (“**Linked Sites**”). The Linked Sites are not under the control of REVEAL and REVEAL is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. REVEAL is not responsible for webcasting or any other form of transmission received from any Linked Site. REVEAL is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by REVEAL of the site or any association with its operators.

### NO UNLAWFUL OR PROHIBITED USE

Project Title: REVEAL  
Project Coordinator: INTRASOFT International S.A.

Contract No. FP7-610928  
**www.revealproject.eu**

As a condition of Your use of the REVEAL Platform, You warrant to REVEAL that You will not use the REVEAL Platform for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the REVEAL Platform in any manner which could damage, disable, overburden, or impair the REVEAL Platform or interfere with any other party's use and enjoyment of the REVEAL Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the REVEAL Platform.

## **PERSONAL DATA PROTECTION**

The handling and protection of the personal data of the REVEAL Platform is governed by the terms hereof and the provisions of Greek, European and international law on the protection of individuals with regard to the processing of personal data, as well as Decisions of the Hellenic Data Protection Authority, as specified in the REVEAL Privacy Policy.

## **PROPER USE OF REVEAL**

You agree that by using REVEAL Platform, You will not (the following list is presented as example and is without limitation):

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. You represent and warrant that You have all the rights, power and authority necessary to grant the intellectual property rights granted herein to any content submitted.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) or provide links to sites where other users can obtain unauthorised downloads, unless You own or control the rights thereto or have received all necessary consents.
- Upload files that contain malware, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless specifically allowed by REVEAL Platform.
- Conduct or forward pyramid schemes or chain letters.
- Download any file posted by another user of REVEAL Platform that You know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying REVEAL Platform.
- Violate any code of conduct or other guidelines which may be applicable.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

You agree that you are responsible for Your own use of REVEAL Platform, for any posts, comments, audio or text messages You make, and for any consequences thereof.

REVEAL has no obligation to monitor REVEAL Platform. However, REVEAL reserves the right to terminate Your access to any or all of the REVEAL Platform at any time without notice for any reason whatsoever.

REVEAL does not control or endorse the content, messages or information found in REVEAL Platform and, therefore, REVEAL specifically disclaims any liability with regard to the REVEAL Platform and any actions resulting from Your participation in REVEAL Platform. Managers and hosts are not authorized REVEAL spokespersons, and their views do not necessarily reflect those of REVEAL.

### **LIABILITY DISCLAIMER**

The information, software, products, and services included in or available through the REVEAL Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. REVEAL Platform Providers may make improvements and/or changes in the REVEAL Platform at any time. Advice received via the REVEAL Platform should not be relied upon for personal, medical, legal or financial decisions and You should consult an appropriate professional for specific advice tailored to Your situation.

REVEAL Platform Providers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the REVEAL Platform for any purpose to the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind, without prejudice to those obligations resulting from the activities as the data processors. REVEAL Platform Providers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall REVEAL and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the REVEAL Platform, with the delay or inability to use the REVEAL Platform or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the REVEAL Platform, or otherwise arising out of the use of the REVEAL Platform, whether based on contract, tort, negligence, strict liability or otherwise, even if REVEAL or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You. If you are dissatisfied with any portion of the REVEAL Platform, or with any of these terms of use, Your sole and exclusive remedy is to discontinue using the REVEAL Platform.

### **TERMINATION/ACCESS RESTRICTION**

REVEAL reserves the right, in its sole discretion, to terminate Your access to the REVEAL Platform and the related services or any portion thereof at any time, without notice. In particular, REVEAL reserves the right to terminate Your access to the REVEAL Platform and the related services when You don't comply with this Agreement.

You may terminate this Agreement at any time and for any reason by closing your REVEAL Platform account.

## **GENERAL**

REVEAL's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of REVEAL's obligation to comply with governmental, court and law enforcement requests or requirements relating to Your use of the REVEAL Platform or information provided to or gathered by REVEAL Platform Providers with respect to such use.

To the maximum extent permitted by law, this agreement is governed by the Greek laws and You hereby consent to the exclusive jurisdiction and venue of courts in Athens, Greece, in all disputes arising out of or relating to the use of the REVEAL Platform.

Use of the REVEAL Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between You and REVEAL as a result of this agreement or use of the REVEAL Platform.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and REVEAL with respect to the REVEAL Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and REVEAL with respect to the REVEAL Platform.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents shall be drawn up in English.

## **COPYRIGHT NOTICES**

Except as expressly set forth in this Agreement, this Agreement does not grant either Party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

REVEAL Platform Providers retains all intellectual property rights in their respective services, content and Software.

## **TRADEMARKS**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Except as expressly set forth in this Agreement, this Agreement does not grant either Party any rights, implied or otherwise, to the other's content or any of the other's trademarks.

## **INDEMNIFICATION**

Project Title: REVEAL  
Project Coordinator: INTRASOFT International S.A.

Contract No. FP7-610928  
[www.revealproject.eu](http://www.revealproject.eu)

You agree to hold harmless and indemnify REVEAL, and any of the parties involved in REVEAL, or their subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to: (a) Your use of the REVEAL Platform, (b) Your breach or alleged breach of any of the terms, restrictions, obligations or representations under this Agreement, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, REVEAL or any party involved in REVEAL will provide you with written notice of such claim, suit or action.

#### **CONTACT INFORMATION**

ilabinfo@atc.gr

## **REVEAL Web Form - requesting deletion of infringing content from the REVEAL platform**

REVEAL is committed to respect the rights and freedoms of individuals on the Internet. The following form allows you to notify us if there is any content infringing your rights on the REVEAL platform. Upon notification we will analyse the request. If we consider the content infringing we will delete from the REVEAL platform and stop linking to that content (if it continues existing at the original source). If your rights are infringed by a third party you may want to consider contacting the provider of the service where the infringement occurs.

Name of the concerned individual:

\_\_\_\_\_

Email address:

\_\_\_\_\_

If you are submitting this request on behalf of someone else, please specify your connection to that person (e.g.: “parent” or “attorney”):

\_\_\_\_\_

URL of the objected information:

\_\_\_\_\_

Nature of the infringement:

- Copyright infringement
- Defamation
- Threat/ hate speech/ incitement to violence
- Other

Additional information<sup>37</sup>

\_\_\_\_\_

I declare that the information in this request is accurate and that I am the person affected by the identified information, or I am authorized by the person affected to submit this request.

- Please check to confirm

Full name:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

<sup>37</sup> Not mandatory



## REVEAL Web Form - Exercise of your data subject rights

REVEAL processes personal data in compliance with the EU and Greek data protection legislation. Details about the processing activities in REVEAL are described in our Privacy Policy. The following form allows you to object to the processing of personal data by the REVEAL platform, request deletion of your personal data or request correction of your personal data.

Name of the concerned individual:

\_\_\_\_\_

Email address:

\_\_\_\_\_

If you are submitting this request on behalf of someone else, please specify your connection to that person (e.g.: “parent” or “attorney”):

\_\_\_\_\_

I would like to:

- Object to the processing of my personal data by the REVEAL platform
- Request deletion of specific personal data from the REVEAL platform
- Correct my personal data processed by the REVEAL platform

URL of the objected information:

\_\_\_\_\_

Motivation:

\_\_\_\_\_

In case of correction please specify the requested change:

\_\_\_\_\_

I declare that the information in this request is accurate and that I am the person affected by the identified information, or I am authorized by the person affected to submit this request.

- Please check to confirm

Full name:

\_\_\_\_\_

Date:

\_\_\_\_\_