

Privacy Policy

Introduction

4SD Foundation (“4SD”) respects the privacy of its site users. This Privacy Policy explains how 4SD collects, uses, discloses, and safeguards information about you that is provided to 4SD by you or through automated interactions, for example when you visit the 4SD website 4sdfoundation.org, the “Site”. Please read this Privacy Policy carefully.

This Site is not intended for children and 4SD do not knowingly collect data relating to children beyond specific activities dedicated to children and youth engagement where there is explicit consent and knowledge about what will be done with the information.

Data controller

1. the entity that is collecting your data is 4SD Foundation, with an address at Route du Nant-d’Avril 150, 1217 Meyrin, Geneva, Switzerland, the data controller.
2. If you have any questions about this Privacy Policy or our privacy practices, please contact our privacy officer at contact@4sd.info at any time.
3. You have the right to make a complaint at any time to the supervisory authority of your country, however, 4SD would appreciate the chance to deal with your concerns before you approach the regulator so please contact us in the first instance.

Collecting personal data

4. Personal data submitted on the Site will be used for the purposes specified in this Privacy Policy or in relevant parts of the Site.
5. 4SD may collect personal data from and about you which may be through:
 - a. Direct interaction where you give 4SD your personal data by filling in forms, using the functions available on our Site and/or by corresponding with us by post, e-mail or otherwise.
 - b. Automated technologies or interactions where you interact with our Site, 4SD may collect information about your equipment, browsing actions and patterns. 4SD collects this personal data by using cookies and other similar technologies and only in accordance with our cookies policy and applicable law.
6. If you register for our e-mail newsletter (e.g. when opening or within your customer account), the following data will be collected. Mandatory data is marked with an asterisk (*) in the registration form:
 - E-mail address
 - Name

In order to avoid misuse and to ensure that the owner of an e-mail address has actually given their consent, we use a double opt-in procedure for registration. After sending the registration form, you will receive an e-mail from us containing a confirmation link. In order to definitely register for the newsletter, you must click on this link. If you do not click on the confirmation link within the specified period, your data will be deleted again and our newsletter will not be sent to this address.

By registering, you consent to the processing of your data in order to receive messages from us about our organisation and its work and related matters, We will use your data to email you until you revoke your consent. Revocation is possible at any time, in particular via the unsubscribe link in all our newsletter emails.

Purposes of processing

6. Your personal data is processed with the appropriate security measures as required by applicable data protection law including measures to prevent disclosure, modification or other unauthorized use or access to your personal data.
7. 4SD may use your personal data to:
 - a. administer the Site;
 - b. improve your browsing experience by personalising the Site;
 - c. enable your use of the services available on the Site;
 - d. send you general (non-marketing) communications;
 - e. send you email notifications which you have specifically requested;
 - f. send you communications that 4SD thinks may be of relevance to you;
 - g. conduct research into the impact of 4SD's work;
 - h. provide third parties with statistical information about you – but this information will not be used to identify any individual user;
 - i. deal with enquiries and complaints made by or about you relating to the Site;
 - j. share publicly, where you submit personal data for publication on the Site.
8. 4SD uses your personal data for the above purposes and may rely on the below legal basis:
 - a. performance of a contract with you;
 - b. where it is necessary for 4SD's legitimate interest and such interest is not overridden by the interests of your fundamental rights and freedoms under data protection law;
 - c. where processing is necessary to comply with a legal obligation of 4SD; and
 - d. where required, with your consent.
9. 4SD will only use your personal data for purposes for which it is collected, unless 4SD reasonably considers that it needs to use it for another reason and that reason is compatible with the original purpose. If you wish to have an explanation as to how the processing for the new purposes is compatible with the original purpose, please contact 4SD using the contact details set out above.

Disclosure of your personal data

10. Apart from as set out in this Privacy Policy, 4SD will not sell, rent or share your personal data with third party organisations.
11. 4SD may share your personal data with the parties set out below for the purposes set out in the above clause.
 - a. Internal third parties which may include group companies of 4SD acting as joint controllers or processors who are based in the EEA.
 - b. External third parties which include:
 - i. Service providers acting as processors based in the EU or internationally who provide IT and system administration services.
 - ii. Professional advisors acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the EU or internationally who provide consultancy, banking, legal, insurance and accounting services.
 - iii. Partners of 4SD, where 4SD has a legal basis to do so.
 - iv. Regulators and/or other authorities who require reporting of processing activities in certain circumstances such as tax reporting.
 - v. Third parties to whom 4SD may choose to sell, transfer or merge parts of our business or our assets. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Policy.

12. In the event you refuse to provide your personal data and/or object to 4SD processing your personal data under the terms of this Privacy Policy, you may not be able to participate fully in activities of 4SD.

Retention period

13. Your personal data is processed and stored for the time required by the purposes for which it was collected. Therefore:
 - a. Personal Data collected for purposes related to the performance of a contract between 4SD and you will be retained until the performance of the contract is completed, unless otherwise required by law.
 - b. Personal data collected for purposes related to the legitimate interest of 4SD will be retained until the satisfaction of this interest. You can obtain further information regarding the legitimate interest pursued by 4SD in the relevant sections of this document or by contacting 4SD.
 - c. 4SD may be obliged to store personal data for a longer period in compliance with a legal obligation or by order of an authority.
 - d. At the end of the retention period, personal data will be deleted. Therefore, at the end of this term, the right of access, cancellation, rectification and the right to data portability can no longer be exercised.

Data subject's rights

14. Under certain circumstance, you have rights under data protection laws in relation to your personal data that is processed by 4SD
15. In particular, you may have the right to:
 - a. Withdraw consent at any time: Where 4SD processes your personal data on the basis of consent, you can withdraw consent to the processing of your personal data at any time.
 - b. Object to processing: You can object to the processing of your personal data when it takes place on a legal basis other than consent. Further details on the right to object are indicated in the section below.
 - c. Request access to your personal data: You have the right to obtain information on the data processed by 4SD, on certain aspects of the processing and to receive a copy of the data processed, this is commonly referred to as a 'data subject access request'.
 - d. Verify and request correction: You can verify the accuracy of your personal data and request its updating or correction.
 - e. Request restriction: When certain conditions are met, you can request the limitation of the processing of your personal data.
 - f. Request erasure: When certain conditions are met, you can ask 4SD to delete or remove personal data where there is no good reason for 4SD to continue to process your personal data. 4SD may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
 - g. Request a transfer of your personal data: You have the right to receive your personal data in a structured format, commonly used and readable by an automatic device and its transfer your personal data to another controller. This provision is applicable when the personal data is processed with automated tools and the treatment is based on your consent, on a contract of which you are a party or on contractual measures connected to it.

How to exercise the rights

16. To exercise the rights, you can send a request to 4SD's contact details indicated in this document. 4SD will ask for information to verify your identity before fulfilling your request.

Changes to this Privacy Policy

17. 4SD reserves the right to make changes to this Privacy Policy at any time and for any reason. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site. You are encouraged to periodically review this Privacy Policy to stay informed of updates.
18. It is important that the personal data 4SD holds about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Cookie Policy

19. The Site, like most websites, uses “cookies” to help personalise your online experiences. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you. Among other things, cookies help to make your visit to our website easier, more pleasant and more meaningful. We use cookies for various purposes that are necessary, i.e. “technically required”, for your use of the website.
20. Most internet browsers automatically accept cookies. However, when accessing our Site, we ask you for your consent to the cookies we use that are not technically necessary. You can use the corresponding buttons in the cookie banner to define your desired settings. Details of the services and data processing associated with the individual cookies can be found within the cookie banner.
21. You may also be able to configure your browser so that no cookies are stored on your computer or so that a message always appears when you receive a new cookie. On the following pages you will find explanations of how you can configure the processing of cookies in selected browsers.
 - Google Chrome: <https://support.google.com/chrome/answer/95647>
 - Apple Safari: <https://support.apple.com/guide/safari/manage-cookies-sfri11471/mac>Deactivating cookies may mean that you cannot use all the functions of our website.

Analytics

22. The Site may use the web analytics service Google Analytics from Google Ireland Limited (Gordon House, 4 Barrow St, Dublin, D04 E5W5, Ireland) or Google LLC (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA) (“Google Analytics”) to analyse use. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on your computers. The information generated relating to the Site is used to create reports about the use of the Site. Google will store this information.
23. The data described about the use of the website may be transmitted to the servers of Google LLC. in the USA for the processing purposes explained (see Section 13.1). The IP address is shortened by activating IP anonymisation (“anonymizeIP”) on the website before transmission. Users can prevent the collection of the data generated by the cookie and related to their website use (including the IP address) and its transmission to and processing by Google by downloading and installing a browser plugin under the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>. Further information on data protection at Google can be found here: <https://policies.google.com/privacy>.

Social media profiles

24. On our website, we have included links to our profiles in the social networks of the following providers:
 - Meta Platforms Inc, 1601 S California Ave, Palo Alto, CA 94304, USA;
 - Twitter Inc. with its registered office at 1355 Market Street, Suite 900, San Francisco, CA 94103, USA;
 - YouTube, 901 Cherry Ave., San Bruno, CA 94066, USA.

25. When you click on the icon of a social network on our website, you are automatically redirected to our profile in the respective network. This establishes a direct connection between your browser and the server of the respective social network. This provides the network with the information that you have visited our website with your IP address and clicked on the link.
26. If you click on a link to a network while you are logged into your user account with the network in question, the content of our website may be linked to your profile so that the network can assign your visit to our website directly to your account. If you want to prevent this, you should log out before clicking on the relevant links. A connection between your access to our website and your user account takes place in any case if you log in to the respective network after clicking on the link. The respective provider is responsible under data protection law for the associated data processing. Please note the information on the relevant network's website.

Data storage and transfer

27. Your information will be stored on computers located within the United States. If you submit personally identifying information from within the EEA (European Economic Area) or Switzerland, that information will be transmitted outside of the EEA or Switzerland to computers located within the United States. Although the Swiss-US Privacy Shield is not currently in force, the server host continues to comply with the Swiss-US Privacy Shield and agrees that all cross-border transfers of Personal Data from/to Switzerland are subject to the Swiss-US Privacy Shield Principles.
28. Apart from the above, where 4SD transfers your personal data outside the EEA or Switzerland, 4SD will ensure an essentially equivalent degree of protection is afforded to your personal data by ensuring that at least one of the following safeguards is implemented (only with any supplementary measures deemed necessary by 4SD):
 - a. Transfers to a country with an adequate level of protection for personal data as established by the European Commission;
 - b. Where 4SD use certain service providers, 4SD may use specific contracts approved by the European Commission which give personal data the same protections as within the EEA; and
 - c. Any other transfer mechanism specified and required under applicable data protection law.

Third party websites

29. The Site contains links to other websites. 4SD is not responsible for the privacy policies or practices of third-party websites and you should check the third parties privacy policies where applicable.

Terms of Use

Introduction

The terms set out in these terms and conditions govern your use of and access to the website, <https://4sdfoundation.org> ("Site"). The Site is operated and maintained by 4SD Foundation, with an address at Route du Nant-d'Avril 150, 1217 Meyrin, Geneva, Switzerland or "4SD".

If you access this Site you will be considered a "User" under these terms of use ("Terms"). By accessing or using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

To contact us, please use contact@4sd.info at any time.

General

1. All Content on the Site from 4SD and all Users, are subject to these Terms.
2. Use of the Site is for the purposes of engagement with 4SD. The information presented herein is for informative purposes only. 4SD grants permission to Users to visit the Site and to download and copy the information, communications, documents, images and materials (collectively, "Content") from the Site for the User's non-commercial use, without any right to resell or redistribute them or to compile or create derivative works therefrom, unless expressly stated otherwise by 4SD. Such use of Content is subject to these Terms, and any other terms as may be notified to you on the Site specific to the Content.
3. Unless expressly stated otherwise, the findings, interpretations and conclusions expressed in the Content on the Site are those of the various 4SD staff members, consultants and advisers to 4SD who prepared the work, and of Users of the Site, and do not necessarily represent the views of 4SD.
4. No waiver by 4SD of any provision of these Terms shall be binding except as set forth in writing and signed by its duly authorized representative.
5. 4SD may deny in its sole discretion any User access to the Site or any portion thereof without notice.
6. 4SD is dedicated to freedom of information and considers public access to information a key component of its commitment to openness and transparency and its accountability vis-à-vis stakeholders. 4SD recognises that there is a positive correlation between a high level of transparency through information-sharing and public participation in activities that support sustainable development.
7. Users are solely responsible for ensuring that all persons who access the Site through their internet connection are aware of these Terms and that they comply with them.
8. Your use of the Site may also be governed by other terms of which you should be aware, these include, 4SD's Privacy Policy and cookies policy which can be accessed on the Site.

Changes

9. 4SD reserves the right to amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the terms that apply at that time. These terms were most recently updated in April 2023.
10. 4SD may at its sole discretion, alter, limit, suspend or discontinue the Site or any Content in any respect. 4SD shall have no obligation to take the needs of any User into consideration in connection therewith.

Disclaimer

11. 4SD does not guarantee that the Site, or any Content on it, will always be available or be uninterrupted.

12. As a condition of use of the Site, the User agrees to indemnify 4SD and its affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of the User's use of the Site, including, without limitation, any claims alleging facts that if true would constitute a breach by the User of these Terms. If the User is dissatisfied with any Content on the Site or with any of its Terms, the User's sole and exclusive remedy is to discontinue using the Site.
13. The Site may contain advice, opinions and statements of various information providers, including other Users. 4SD does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any third party information provider, any User of the Site or any other person or entity. Reliance upon any such advice, opinion, statement, or other information shall be at the User's own risk. Neither 4SD, nor any of their respective agents, employees, information providers or content providers, shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, deletion, defect, alteration of or use of any third party Content.
14. 4SD does not guarantee that the Site will be secure or free from bugs or viruses. The User is responsible for configuring its information technology, computer programmes and platform to access the Site which should include its own virus protection software. 4SD shall not be liable for any failure of performance, computer virus or communication line failure, regardless of cause, or for any damages resulting therefrom.

Content

15. 4SD requires all Users to comply with the Content standards set out in these Terms in connection to all Content and to any interactive services associate with it. The Content standards must be complied with in spirit as well as to the letter. 4SD will determine, in its absolute discretion, whether any Content breaches the Content standards.
16. Any Content a User uploads, transmits or communicates must be accurate (where it states facts), be genuinely held (where it states opinions); and comply with all applicable law. User generated Content must not advocate, promote, incite any party to commit, or assist any unlawful or criminal act;
17. Content may contain inaccuracies or typographical errors. Content provided on the Site is provided "as is", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. 4SD specifically does not make any warranties or representations as to the accuracy or completeness of any such Content.
18. 4SD periodically adds, changes, improves or updates the Content on the Site without notice. Under no circumstances shall 4SD or its affiliates be liable for any loss, damage, liability or expense incurred or suffered that is claimed to have resulted from the use of the Site, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Site is at the User's sole risk. Under no circumstances, including but not limited to negligence, shall 4SD or its affiliates be liable for any direct, indirect, incidental, special or consequential damages, even if 4SD has been advised of the possibility of such damages.
19. The User specifically acknowledges and agrees that 4SD is not liable for any conduct of any other User.
20. The Site may contain links and references to third-party web sites. The linked sites are not under the control of 4SD, and 4SD is not responsible for the content of any linked site or any link contained in a linked site. 4SD provides these links only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by 4SD.
21. Pop-up advertisements: when visiting the Site, the User's web browser may produce pop-up advertisements. These advertisements were most likely produced by other websites the User visited or by third party software installed on the User's computer. 4SD is not responsible for, nor approves, authorizes or endorses the content of the source, link or any pop-up messages that Users have received in connection with that source or link, nor does 4SD endorse or recommend products or services which the User may view in a pop-up advertisement on the User's computer screen while visiting the Site.

Use of the Site

22. The User agrees to use the Site only to send and receive information and materials that are proper and related to the work of 4SD or any other purpose expressed on the Site. The User agrees that when using the Site for any reason, he or she will aim to respect 4SD's guiding principles:
 - a. We always put our purpose ahead of our own interests
 - b. Our purpose is to enable changemakers to be effective for human rights, equity, justice and regenerative futures for all in a complex, fast-changing world.
 - c. We maintain an independent perspective
 - d. We are unaffiliated
 - e. We serve the collective interest above the interests of any single actor
 - f. We give our unvarnished opinion (backed by science when possible)
 - g. We do what we believe is right and fair
 - h. We work with all actors, at all levels (local, national, regional, global), in all geographies
 - i. We believe all actors have an essential role in attaining better futures
 - j. We seek to be inclusive, proactive and constructive
 - k. We help actors as they work to optimise their societal impact and environmental integrity
 - l. We take a people-centered approach
 - m. We focus on people's interests and needs
 - n. We aim to help people find their own power
 - o. We tailor our approach to specific contexts
 - p. We are committed to no-one being left behind
 - q. We pay attention to those who feel vulnerable
23. Users must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. The User must not attack the Site via a denial-of-service attack.
24. The User may link to our home page, provided the User does so in a way that is fair, legal and does not damage 4SD's reputation or take advantage of it.
25. The User agrees not to duplicate, copy or re-sell any part of the Site in contravention of the provisions of these Terms.
26. The User agrees to use the Site only to send and receive information, content, communications and materials that are proper and related to 4SD's work. The User agrees that they shall only use the site for lawful purposes, and at any time when using the Site, they shall not, without limitation:
 - a. Defame, abuse, harass, stalk, bully, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - b. Breach any applicable local, national or international law or regulation;
 - c. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful Content;
 - d. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefor as may be required by law;
 - e. Upload, introduce or attach files that contain viruses, corrupted files or any other malicious or technologically harmful software or programs, that may damage the operation of another's computer or the Site;
 - f. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
 - g. Use the Site and/or upload any Content which harms or attempts to harm minors in any way;
 - h. Impersonate any person or misrepresent the Users identity or its affiliation with another person; or
 - i. Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.

Country and area definition

27. The designations employed and the presentation of content on the Site do not imply the expression of any opinion whatsoever on the part of 4SD or its affiliates concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries. The term “country” as used in the Site’s Content also refers, as appropriate, to territories or areas. The term “Member State” as used in the Site’s Content refers to United Nations Member States as at 5 April 2023.
28. The designations “developed” and “developing” regions are intended for statistical and analytical convenience and do not necessarily express a judgement about the stage reached by a particular country or area in the development process.
29. Any map(s) used on the Site is based on Google Maps where the standards of service rely on widely recognised international standards for naming and mapping conventions. For example, for country and territory naming, Google relies primarily on the [ISO-3166 standard](#). The complete legal notice and country specific notes can be accessed [here](#).
30. These Terms, their subject matter and formation are subject to the laws of Switzerland and both parties agree that the courts of the canton of Geneva will have exclusive jurisdiction to hear any dispute about or in connection to these Terms.