

## ANNEX 3: DOCUMENTATION

### 1. End User-, Privacy- and Security Policy (v.2 dated November 12<sup>th</sup>, 2018)

This website and related products and services are provided to you by Impacter ('**Impacter**'), a limited liability company existing under the law of the Netherlands with its principal place of business at Europalaan 100, 3526KS Utrecht, The Netherlands and which is registered at the Chamber of Commerce under number KvK 66481821.

Impacter welcomes you and invites you ('**You**') to use and to contribute to its platform on which Impacter offers its IMPACTER software as a service (SaaS). Before doing so, we kindly ask You to first read carefully the following terms and conditions that will apply to your use of our website and SaaS Services.

By accessing and/or using Impacter products and/or services, including but not limited to <http://www.impacter.eu>, its online-platform, IMPACTER software, SaaS Service and other services and/or the information of Impacter and/or its licensors contained therein - all of these services hereinafter together referred to as our '**SaaS Service**' – You acknowledge to have read, understood and agree to be bound by this End User-, Privacy- and Security Policy ('**Policy**'). If You do not wish to comply to this Policy or do not fully agree to them, You must not access and may not use our SaaS Service. We reserve the right to modify or amend this Policy from time to time. We will inform you of such changes via our website and/or e-mail. If You continue to use our SaaS Service after we have informed you of such changes to this Policy, it will mean that You accept those changes.

### 2. License to the SaaS Service

Subject to the terms and conditions of the IMPACTER SOFTWARE AS A SERVICE AGREEMENT as concluded with your employer (for more information contact your employer), You are granted a non-exclusive, non-transferable right to use the SaaS Service. The terms and conditions of the aforementioned agreement with your employer apply to you vis á vis; this Policy is meant to simplify and elaborate on these terms and conditions for You.

The SaaS Service requires You to register as a registered end user to obtain access to the IMPACTER platform, as set forth in article 3 of this Policy.

You agree and acknowledge that Impacter and/or its licensors own all intellectual property rights in the SaaS Service (including changes, adaptations, improvements and new versions thereof). You are not granted any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the SaaS Service. Rights to Your Data, will remain with You and/or your employer, as set forth in article 4 of this Policy.

When using the SaaS Service you are subject to certain restrictions. You shall not (except within the normal use under this agreement):

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the SaaS Service in any form or media or by any means; or
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Service; or
- access all or any part of the SaaS Service in order to build a product or service which competes with the SaaS Service; or

- use the SaaS Service to provide services to third parties, other than permitted by the intended use of the SaaS Service; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS Service available to any third party.

You shall use all reasonable endeavors to prevent any unauthorized access to, or use of the SaaS Service and, in the event of any such unauthorized access or use, promptly notify your employer and Impacter.

### 3. Registered Users

When You register for an account for our SaaS Service, You will have access to the functionality of the SaaS Service and can submit data and generate reports.

Only end users connected to an institution or business entity that has signed an IMPACTER SOFTWARE SERVICE AGREEMENT with Impacter, recognized and priorly approved by Impacter, may become registered users.

When subscribing to a registered account for our SaaS Service, You will not provide any false personal information or create an account for anyone other than yourself.

It is not allowed to create more than one personal registered account. If we fully or partially deny You access to our SaaS Service, disable or terminate your registered account, You will not create a new account without our permission.

As a registered user You will keep Your contact information accurate and up to date.

It is strictly forbidden to share the password to your account, let someone else access your account, transfer the account to someone else or do anything else that might jeopardise the security of your account.

### 4. Your Data

As a registered user You may provide data and generate reports via the SaaS Service ('**Your Data**'). You and/or your employer are solely responsible for Your Data and the accuracy, provisioning and/or the use thereof. You agree to have sole responsibility for all activities that take place under your registered account and that Impacter is not and will not be responsible for your use of the SaaS Service and/or use of the information and reports generated via the SaaS Service.

You and/or your employer will retain the copyright and other rights to Your Data (including the reports generated by you via the SaaS Service).

Your employer cannot get access to Your Data, unless You have given Your permission via the options for using the SaaS Service (opt-in).

Impacter may use Your Data in furtherance of its obligations to provide its services to you and your employer and to improve and develop the SaaS Service and its other services and products. Impacter will keep Your Data confidential and will not provide it to third parties.

Impacter may only use Your Data which has been aggregated, meaning that it cannot identify any individual person, unless You have given Your permission via the options for using the SaaS Service (opt-in), such as but not limited to your consent given to the use of Your Data by Impacter as specified under article 5 of this Policy.

## 5. Privacy

### 5.1 Basic Principles

Impacter highly respects the privacy of the users of its SaaS Service and shall comply to the EU General Data Protection Regulation (GDPR).

This means that we will inform you of what personal data we collect, inform you of for what purpose the personal data is processed and inform you of your rights. We will only process and collect personal data to the extent necessary for the legitimate purposes you agree to hereunder.

Impacter commits to the GEANT data protection Code of Conduct for Service Providers<sup>1</sup>.

### 5.2 How is Your Data collected?

You may provide us with personal data in two ways:

- 1) By actively submitting Your Data through a contact form, registration/subscription form or e-mail address on our website, and/or actively submitting your personal information, material, data, content, posts, messages via our SaaS Service. This is the information you actively choose to share;
- 2) By passively providing personal data by visiting our website and by making use of our SaaS Service. This is information you provide to us by merely visiting our website and using our SaaS Service.

### 5.3 What personal data is collected and for what purpose?

#### ***Piwik Analytics/Statistical Reports***

When you visit our website or make use of our SaaS Service we may collect information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports via a statistical analytic tool called Piwik. This tool runs on our own platform and servers and uses “cookies” (as described in clause 5.6) and generates reports of statistical data collected about our users’ browsing actions and patterns and does not identify any individual, unless you are logged in.

As a visitor and user of our platform you can contribute to these reports for our internal operations, including troubleshooting, data analysis, testing, research and service improvement. Furthermore we can provide these statistical data to third parties (including for commercial purposes).

#### ***Impacter Reports***

When you are logged in to SaaS Service as a registered user we may collect information about your browsing activity and patterns as well as your input of Your Data in our SaaS Service in order to create reports and to be able to provide You SaaS Service (as further described in clause 5.6). For collecting this information we make use of “cookies” (as described in clause 5.6) that are linked to your registered account. As a user of our platform you can contribute to these reports for our internal operations, including troubleshooting, data analysis, testing, research and service improvement.

At your first visit (or when you have deleted your cookies in between visits), you will be asked to accept our use of cookies. By clicking ‘accept’ you give us your consent to use these cookies.

Please note that we do not use your IP-address, our cookies or plugins to follow your activities online outside of our SaaS Service.

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<sup>1</sup> <http://www.geant.net/uri/dataprotection-code-of-conduct/v1>

### **Contact**

When you submit a contact form via our website, send us a research proposal to be scanned via the SaaS Service or when you send us an e-mail, we use the information received from you to respond to you or to provide you the service as requested.

### **Providing SaaS Service**

When you register for an account to our SaaS Service, you are required to actively provide personal account information such as: e-mail address, your full name, country, affiliation and position. We process this personal data for the general purpose of registering you as a user to our SaaS Service and offering and providing you access to or informing you about additional features of our SaaS Service.

We will also use your personal account information to link Your Data you actively submit/share via our SaaS Service and the other data we collect about your use to your personal account.

Furthermore we can use the information we receive about you/from you in connection with the SaaS Service we provide to you and other users conform the GDPR (in Dutch; AVG):

- to keep Impacter SaaS Service safe and secure;
- to protect Impacter's or others' rights or property;
- for internal operations, including troubleshooting, data analysis, testing, research and service improvement.

### **Subscription Updates**

Impacter offers a subscription update and may send You information regarding Impacter and the SaaS Service, such as (but not limited to) new developments and features of the SaaS Service, changes to this Policy or planned maintenance to the SaaS Service. We will use your e-mail address to send you our subscription updates.

*We will not provide or sell any of your personal data to third parties, with the notable exception of Subprocessors listed in article 6. Subprocessors, who abide the same or more stringent confidentiality. Personal data will only be shared with your university (usually the research support office) when requested by them, but only with your permission.*

## **5.4 What are your rights?**

You have the right to know what personal data is actually processed by us and for what purpose. This Policy is made available to you to provide you this information.

You have the right to require us to correct, supplement and/or remove your personal data.

You have the right to request us to stop using your personal data for the legitimate purpose(s).

## **5.5 Security**

In order to prevent loss and unauthorized access to Your Data, we have implemented appropriate security measures to our infrastructure and database which are situated and hosted in the European Economic Area, such as SSL end-to-end encryption.

## 5.6 Cookies

Impacter uses cookies on its website and SaaS Service.

Cookies are small text files that a website stores on a device. A website can read and/or update its own cookies on a subsequent visit.

The stored information is used to make the website function better, for example remembering your login session. In addition, cookies are placed for website monitoring as to improve the website on the basis of the measurements. This data is only used aggregated and cannot be traced to a PC or individual.

You can enable and disable cookies through your web browser. More information about enabling and disabling and deleting cookies can be found using the help function of your browser.

Please note that when you disable/block cookies or deleted them, some features do not work or will be incomplete.

In case you have any questions, please contact us via: [admin@impacter.eu](mailto:admin@impacter.eu)

## 6. Subcontractors

Naam	Rol	Certificaten
IDfuse BV	Mede-Ontwikkelaar	Werkt aantoonbaar volgens NEN 7510 (niet gecertificeerd)
Microsoft	E-mail provider	<a href="#">ISO 27001</a>
TransIP	Hosting	<a href="#">ISO 9001, 27001, 14001, NEN 7510, PCIDSS</a>
Amazon Web Services	Hosting	<a href="#">ISO 27001</a>

These are the current documents at the Effective Date. For the most current applicable documents, please refer to <https://impacter.eu> or contact Impacter BV.