



Community App Data Policy

Impact Hub Company and in particular the team that was in charge with the development of the Community App are taking the protection of your personal data and your privacy very seriously.

It is important for us to state that the collection of your personal data through the Community App shall not happen for its own, and especially not for its own independent commercial purposes. Instead, we tried to build a tool that serves the sole purpose of helping you and the entire Impact Hub Network to generate and maximize positive impact.

Of course, this limitation in matters of purposes does not entirely change the fact that we are collecting personal data and that this, depending on the circumstances, can generate risks for your privacy.

On this basis, the first thing that we want to achieve with the following data policy is to enable you to judge these risks yourself, by providing to you an extensive and transparent insight into how we collect, manage and process your personal data.

But, you shall not only know what we are doing with your personal data, you shall have actual and efficient opportunities to influence this processing. In essence, we want you to be in absolute control of your own data disclosure.

I. Terms

‘Personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

‘Sensitive personal data’ means personal data, revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; data concerning health or sex life and sexual orientation; genetic data or biometric data.

‘Processing’ means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

‘Data subject’ means the natural person whose personal data is processed by a controller or processor

‘Data controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

‘Data processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

‘Maker’ means an employee of a local Impact Hub or a person that stands in a contractual relationship to a local Impact Hub that is comparable to an employee.

‘EU standard contractual clauses’ Contractual instrument that sets forth rights and obligations in relation to the handling of personal data and creates an adequate level of data protection on a contractual and thus relative level.

II. Who is responsible

Irrespective of whether or not you have been introduced or connected to the Community App by your local Impact Hub, the responsibility in matters of data protections primarily lies with Impact Hub Company, an entity located in Vienna, Austria.

III. What personal data we collect

At different stages and depending on your usage of the Community App we collect multiple kinds of information about you. Subject to the nature and the context of these information these may qualify as personal data.

1) Registration

In the process of registering at the Community App you are required to share with us your E-mail address and to create a password, this E-mail must be the same as the one in which you have registered for services with your local impact hub.

2) Setting up of your profile

During the creation or updating of your profile it is up to you whether or not and which information you want to provide about you. Depending on your input, these might include your **name, title, gender, age, birth date, place of residence, language, address, time zone, phone number, email address, fax number, and other contact information (Twitter, Facebook, LinkedIn, etc.) as well as profile pictures in which you are to be seen, your education, your skills, your interests/goals, your professional status, the companies/projects you are running/working for and the industry/sector you are working in.** Also the information which **groups** (of interest/location etc.) you have joined will be publicly available.

3) Uploading and posting

The services provided under the Community App allow you to upload and/or post items like **texts, documents, sound files, images, video or software files**. We make no claim regarding the ownership of these items, but necessarily collect them and hence all included personal data.

4) Communicating with other users

We collect the content and, if applicable, other information of the **communications held and messages sent to other users on the Community App**.

5) Events

The Community App allows you to host, manage and coordinate events and similar activities. We will **collect information related to the events (name, nature, location, date, description, quantity of participants, prices, public or private) as well as information about the participants of the events (name, profile)**.

6) Usage Behavior

We log certain information related to your use of the Community App. Among others this information includes your **IP-address, the time at which you use the Community App the duration for which you use the Community App, which content you view or click on and searches that you perform**.

Currently we **do not use cookies** to collect information about your usage or online behavior.

7) Information provided by others

Other users, for example through mentioning, tagging, publishing, may provide information about you. You shall have full control about whether or not this information shall be publicly available and whether or not we are allowed to collect the so provided information.

8) Sensitive personal data

At no point we will ask you or propose to you to publish or otherwise make available sensitive personal data about you. Irrespective of that, during the use of the Community App it is possible that you or others will communicate, publish, or otherwise make available information that directly or indirectly contain sensitive personal data. As we absolutely respect your privacy and since – if it is within your will - you are also free to share sensitive personal data, we will not systematically track and delete such information. The approach instead is that you at all times are entitled to make a request in which you demand the deletion of the information that contain sensitive personal data about you (and - if not made available with the obvious consent of the person concerned - about others). These requests will be processed with highest priority and usually the information in question will be taken down and deleted within hours.

IV. For which purposes we collect the data

Currently we only collect the described data for the following purposes:

- To **administer the goods and services** you have procured from a local hub or the Impact Hub global team.
- To **provide the services** offered under the Community App.
- To **improve the services** provided under the Community App and to develop new features.
- To provide **customer support**.
- For **internal evaluations** that shall allow us a better picture of our user and member base.
- To **occasionally contact you in order to provide you with information** about activities like trainings, programs, events and alike that might be of interest for you.

V. How we use your personal data

We will only use your personal data within the limits provided by the purposes described above. If we decide to introduce new uses of your personal data that are not covered by the mentioned purposes, or if we decide to introduce new uses of your personal data that fall within the scope of one of the mentioned purposes, but in matters of data protection are different in quality and dimensions from uses listed below, we will first upgrade and adjust this data policy and will notify you about the changes.

Here are some of the ways we may use personal data that you or others provide to us:

- To allow you to register for our website and related services, and to administer and process those registrations (including authentication and authorization).
- To evaluate the quality of our products and services both, regarding the Community App as well as the offline Impact Hub experience, and to enhance your experience on our website and offline.
- To help you to find or contact users who are working or engaging on impact-related fields that matter to you.
- To help you to find impact-related activities that might be of interest for you.
- To maintain and administer our web sites and comply with our legal or internal obligations and policies.
- To transfer information to others as described in this policy or to satisfy our legal, regulatory, compliance, or auditing requirements

We do not use your personal data:

- To provide advertisements or for comparable commercialization.

VI. Who has access to your Data

1) Companies that are involved in the provision of the services

- a) **Impact Hub Company** (a charitable company, established and registered in Vienna, Austria under FN 358967v, Lindengasse 56/18-19, 1070 Vienna, Austria) runs the Community App and has access to all the information made available under or collected

on the platform. In matters of data protection Impact Company is to be seen as the **data controller**.

- b) **Local Impact Hubs & Makers of local Impact Hubs** will have own access to parts of the personal data of the users who at the same time are a Member of the respective local Impact Hub. This access is restricted to the information that were provided during the registration process (both, for the Impact Hub Membership as such, as well as for the Community App). In order to keep an adequate level of data protection and privacy the local Hubs are contractually obliged to instruct and control their makers so that they act in absolute compliance with the applicable national laws as well as the European General Data Protection Regulation.
- c) For the provision of technical services and the technical infrastructure we have contracted **Salesforce.org** (Salesforce.org EMEA Limited, a limited liability company established and registered at Salesforce.org Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom). Within this task, under inclusion of EU standard contractual clauses, Salesforce.org has sub-contracted Salesforce.com. The Community App itself is run on Salesforce's technical infrastructure and in particular on the servers ran by Salesforce. These servers are exclusively located in countries of the European Union. Salesforce has access to the information stored on their servers but is contractually and legally obliged to only use this information for the sole purpose of providing their contractual obligations towards us and is strictly bound to our instructions. Thus, in matters of data protection, Salesforce.org is bound to the role of a data processor.

2) Other users

Some of the information about you, provided by yourself or by others, is publicly available and thus can be seen by **all other users** of the Community App. This includes all the information stated in your personal profile, publicly available posts and uploads, and, depending on the circumstances, might include information around events. Information provided during the registration process, information contained in your communications or messages with others and information about your usage behavior, without the following exception, are not available to other users.

3) Other disclosure of your personal data

- a) Where required, we may share your personal data with companies that are involved in the technical development and maintenance of the Community App. In all of these case we make sure that these partners are bound by, and stick to a non-disclosure agreement and treat your personal data in a secure way, with highest respect to your privacy.
- b) Where we share your personal data with other partners we will only use it in an anonymized and/or pseudonymized manner.

VII. Data Security & exclusion of liability

Data security, or in other words the question how we protect your personal data in technical regards from unauthorized third party access, was one of the main factors in the decision of not building the platform by ourselves entirely, but to work together with Salesforce. Salesforce in this regard has a very good reputation and, as described [here](#), has the capacity and the dedication to tackle this technically difficult and constantly evolving task.

We guarantee to you that we will do everything in our power to not decrease this level of data security. This means that, where technically possible, we will not transfer personal data or sets of personal data to servers with lower safety precautions. We will handle the access to your personal data and the associated login details with greatest care and only the few responsible, experienced and specially trained employees shall have and use these details.

Despite these efforts and due to the nature of the internet, we cannot guarantee the absolute safety of your personal data and for that reason EXCLUDE EVERY LIABILITY FOR DAMAGING EVENTS WHICH HAPPENS OUTSIDE OF OUR REASONABLE CONTROL.

In the cases of a personal data breach, which is likely to result in a high risk to your rights and freedoms, we will inform you about the data breach without undue delay.

VIII. Your rights

Irrespective of your nationality or place of residence, among other rights, we grant to you all the rights relating to your personal data that the European General Data Protection Regulation provides for data subjects. These rights include:

1) The right to access your data

You have the right to request access to the personal data that we have collected about you and to request specific information and insights on how we treat, share, store and otherwise process this personal data. To exercise this right please file a subject access request (SAR). Within 30 days following this request we will provide you with a copy (on paper if you do not choose otherwise) of all the personal data that we possess about you and will explain to you the details of the treatment of your personal data.

2) The right to rectification

In the case personal data that we store about you is incorrect, inaccurate, or outdated you have the right to demand that we correct these errors. To exercise this right it is sufficient to just point the errors out in an email to the address given below.

3) The right to erasure (the 'right to be forgotten') / withdrawal of consent

For the most parts we are processing your personal data on the grounds of the consent that you give that us by reading and accepting this data policy or by conclusive conduct. At all times you are absolutely free to **withdraw this consent** by stating so in an email or by initiating the deletion of your personal profile. As a consequence of such a withdrawal of consent, within the following 30 days, we will do everything within our reasonable possibilities to make sure that we stop processing and storing personal data about you and will request

those partners of us with which we have shared your personal data to do the same. Depending on the individual circumstances there might be certain types of personal data that are not solely processed on the grounds of your consent. For example, in the case that you have registered yourself for premium services the storing and processing of your billing information is necessary for the performance of the underlying contract. In these cases, we will stop storing and processing the required personal data as soon as the additional reasons for storing and processing stop existing.

4) The right to object to processing

On top of the right to erasure, we grant to you the right to object to the processing of your personal data. This right can be of practical relevance in cases like the ones described in the second stage of the section above (“the right to erasure”). As soon as you raise objections we will be required to demonstrate that we have compelling grounds for continuing the processing, or that the processing is necessary in connection with our legal rights. If we cannot demonstrate this, we will cease the processing activity in question immediately.

5) The right to restrict processing

In cases in which we, or the partners that we have shared your personal data with, legally cannot delete the relevant personal data (for example in the case that the data are required for the purposes of exercising or defending legal claims) or where you do not wish to have the data deleted, we may continue to store the data, but you are entitled to limit the purposes for which the data can be processed, via stating so in an email.

6) The right to data portability

You have the right to request a copy of your personal data in a commonly used machine-readable format. This shall allow you to transfer your personal data to a different platform. If you wish so and provide us the required information, we will transfer your personal data directly to the data controller of your chosen platform. To exercise this right please make a request via email in which you provide us with all the information that we need to compile your data in an appropriate format or to transfer your data ourselves. We will process your request within 30 days upon proof of identity, which will be obtained without undue delay.

IX. Changes to this data policy

Given that we are still in a rather early stage of the development of this platform and given that the real impact as well as the national implementation and interpretations of the GDPR currently cannot be completely foreseen, we may modify this Data Policy from time to time. If we make material changes to it, we will provide notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to this Data Policy means that you are consenting to the updated Privacy Policy.



X. Governing law

As far as permitted by law, this Data Policy and its terms shall be governed by and construed in accordance with the data protection laws of Austria and any legal dispute concerning this data policy, its interpretation, and our handling of your personal data shall be adjudicated in Austrian jurisdiction.

XI. Feedback and how to contact us

If you want to exercise your rights, have any queries on this policy, wish to contact us or know further details on how we use personal data

please contact us electronically at: Support@impacthub.net
or postal under: Impact Hub Company, Lindengasse 56/18-19, 1070 Vienna, Austria

Please be also aware that we truly appreciate any feedback on this data policy and our processing of personal data. The development of this tool was driven and influenced by the entire network and this process does not stop here.