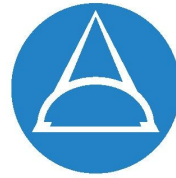


Privacy Policy of Study Association Atlantis



**Study
Association
Atlantis**

The Study Association Atlantis at the University of Twente in the Netherlands, henceforth to be referred to as “Atlantis”, takes the privacy of its members seriously, and for that reason has a privacy policy as follows.

Article 1 - Collected Data

1. Atlantis collects the following personal details from its members:
 - Full name
 - Gender
 - Student number
 - Full home address
 - Email address
 - Phone number
 - Birthday
 - Bank account IBAN and BIC numbers

Other (non-identifiable) data often related to, but not limited to, student number or name, e.g. tally list purchases or event details.

2. Besides, information on previously held positions within Atlantis (for example, but not limited to, (former) Executive Board positions or (former) committee positions) is stored.
3. Apart from the abovementioned, any additional data is stored that is required to provide a service for which the member in question signed up.
4. The personal data Atlantis has access to, is all data that a member provides upon registration, as well as data that is later added or changed.

Article 2 - Usage of Data

1. The personal information of members may only be used:
 - a. to send invitations for a GA;
 - b. to send information about events;
 - c. to verify sign up and participation in events;
 - d. to set up statistics used in policy formation or decision making by the Executive Board or the GA;
 - e. to offer the possibility to buy or sell study materials;
 - f. to verify information with other study associations tied to the University of Twente or the “University College Student Representatives of the Netherlands”, if it is in line with the statutory goals of S.A. Atlantis;
 - g. to send information on behalf of third parties;

- h. to place a list of all members into a yearbook or almanac of the Association;
 - i. to calculate, set and collect contribution;
 - j. for other purposes that are in line with the statutory goals of the Association;
 - k. to provide a service for which the member has registered.
2. The use of personal information, as described in Article 2, clause 1, is inseparable part of membership from S.A. Atlantis, except:
 - a. Clause 1.g and 1.h, against which a member can object. Such an objection is to be stored in the member administration to ensure usage for these purposes won't occur.
 - b. Clause 1.k, which is inseparable part of provision of the service in question.
3. Atlantis may publish a member's name, birthday, and cohort on information systems, such as the Atlantis website, newsletter, or other (social) media platforms, unless the member in question objects to this.
4. By default, membership data is not provided to third parties, unless:
 - a. The member, whose information it concerns, has given explicit, written consent;
 - b. Atlantis is legally bound to do so;
 - c. Sharing is necessarily resulting from the legal relation between Atlantis and the member in question;
 - d. Sharing is necessary for conducting juridical proceedings;
 - e. Sharing is required to perform an audit.
5. By default, the documents as described in Article 2, clause 1.a., are sent to the email address as present in the member administration. If a member wishes to receive a paper version of the documents, the member in question should inform the Executive Board about this. The member in question will be charged a fee, covering the expenses made to print the documents and send these to the address as registered in the member administration..

Article 3 - Acquiring of Personal Data

1. Personal Data is acquired through:
 - a. The (digital) form used for member subscription;
 - b. Changes requested by the member;
 - c. (Automated) additional data stored, required to deliver a service to the member;
 - d. Periodic additions to the member administration, with data from the University of Twente student administration;
 - e. Confirming the stored data with reference to other, external sources.
2. The Executive Board only informs the member in question of changes in the stored data, in case the data is acquired as described in Article 3, clause 1.e.

Article 4 - Storage of Data

1. The personal information of members is stored in an automated system for the duration of their membership. Only Executive Board members and authorized persons have access to this system. Every member has the right to obtain a copy of the information stored about them. Potential costs associated with this can be passed up to the member, in line with Article 32, clause 3, of the Internal Rules and Regulations.

2. After the membership ends, only the name (Article 3, clause 1.a), the study, student number, and generation (Article 3, clause 1.d), and, when applicable, information on functions and executed tasks within the Association may be kept for historical purposes.

Article 5 - Obligations of Authorised Persons

1. Select members can be granted access to the personal information of members if
 - a. it is necessary for actions inherent to the membership, such as, but not limited to, carrying out withdrawals or sending out General Assembly invitations;
 - b. it is necessary to make events or services the member signed up for possible.
2. Access to the system should be restricted to parts that are necessary to fulfill the authorised person's task(s).
3. Those who have access must act in a responsible manner. Authorized persons shall
 - a. Not use personal information in any other way than to fulfill their task within the association (Article 5, clause 1);
 - b. Access the information in such a manner that the system is not left vulnerable to unauthorized access.
4. If the above mentioned obligations are not met, authorization will be immediately revoked.
5. In instances of neglect or misuse, the Executive Board can decide to take appropriate action, including, but not limited to, internal sanctions or legal action.

Article 6 - "Verwerkersovereenkomst"

1. In case a third party is (indirectly) commissioned to process personal information, the Executive Board has to conclude a written agreement concerning the sharing of the information with said third party. The agreement serves to ensure the security, integrity, and legitimate use of the personal information of the members.
2. The agreement, as defined in Article 6, clause 1, should at least:
 - a. Contain the goal, nature and duration of processing;
 - b. Contain the type of personal data shared;
 - c. Contain the rights and obligations of the party, responsible for processing;
 - d. Stipulate that the data is only processed under Atlantis' instructions;
 - e. Ensure that the access is constrained to authorised persons, bound to confidentiality;
 - f. Ensure that the processing party provides, at least, a similar level of security when storing personal data;
 - g. Ensure that the processing party supports Atlantis to fulfill its obligations with respect to requests from involved members, secure storage of personal data, and the obligation to report in case of data leakage;
 - h. Ensure removal of any copies, and handing back the original data, by the processing party, after ending of said agreement;
 - i. Ensure that the processing party provides all information required to perform audits or to demonstrate that the obligations, when a processing party is hired, are fulfilled;
 - j. Contain agreements regarding sub-processing parties.

