

eNEET Rural eLearning: Privacy Policy

General

This privacy policy applies to all of the personal information collected through and processed within the eNEET Rural eLearning & Collaborative Platform: <https://eneet-elearning.eu>. In this privacy policy we inform you of our practices with respect to the collection and processing of your personal information (also known as personal data) when visiting our Moodle platform, registering and using the services provided, and how data is controlled accordingly with the General Data Protection Regulation (GDPR).

What information is collected

When a new user registers to the platform, we collect basic personal data, which are required for the proper functioning of the account with respect to the services offered within the platform.

The information collected through the **registration form** are: email address, first name, surname, city/town, country and your IP address. These are simply and solely processed by the Moodle system for identification purposes, in order to ensure the best learning experience. We do not process your data for no other purpose.

Occasionally, the platform can send you **notifications** via email about the courses (i.e. informing you that you have successfully enrolled in a specific course). All of these notifications can be modified accordingly within your profile's preferences at the following link: <https://www.eneet-elearning.eu/message/notificationpreferences.php?userid=4>

Cookies

Automatically when you navigate through the website we can also collect certain information about visitors and users through cookies. Our website uses cookies to differentiate you from other users. A cookie is a small information file that is sent to your computer, mobile or other device when you visit a website recognizing your computer on future visits. They will be stored for following occasions. Log files and IP addresses may be collected too.

Settings on your browser can be modified in order to prevent the storage of cookies on your computer or mobile device without your explicit consent. However, changing the settings of the cookies might disable some of the available functionalities.

Location of the stored data

Data is stored fully encrypted on a server provided by a 3rd-party service. At any moment, you can contact our service provider:

Polona d.o.o.

Strmec pri Leskovcu 48

2285 Zgornji Leskovec

Slovenija

Tel: +386 2 763 00 07

Fax: +386 2 763 00 08

User rights

According to the GPDR, we intend to inform our users about their rights with regards to the services offered within this website. Based art. 13, c. 2, of EU Regulation 2016/679, the following rights apply:

- **The right of the interested party to ask the holder for access to personal data** (art. 15 of the EU Regulation), their updating (art. 7, para. 3, point a) of the legislative decree 196/2003, the correction (art. 16 of the EU Regulation), integration (art. 7, para. 3, point a) of the legislative decree 196/2003) or the limitation of the processing that concerns it (art. 18 of the EU Regulation) or to oppose, for legitimate reasons, to their treatment (art. 21 EU Regulation), in addition to the right to data portability (art. 20 EU Regulation);
- **The right to request cancellation** (art. 17 of the EU Regulation), the transformation into anonymous form or blocking of data processed in violation of the law, including those whose retention is unnecessary for the purposes for which the data are been collected or subsequently processed (art. 7, para. 3, point b) of legislative decree no. 196/2003);
- **The right to obtain the attestation** that the operations of updating, rectification, integration of data, cancellation, blocking of data, transformation

have been brought to the attention, also with regards to its content, of those from whom the data has been gathered, except in the case where such fulfilment proves impossible or involves a use of means manifestly disproportionate to the protected right (art. 7, para. 3, point c, of legislative decree no. 196/2003);

- **The right to be informed**, ensuring that you have sufficient information about how and why we are handling your personal data, and that you know how to enforce your rights.

Accordingly, if the treatment is based on art. 6, para. 1, point a – according to which the data subject has given consent to the processing of his or her personal data for one or more specific purposes - the user has **the right to revoke the consent at any time** without prejudice to the lawfulness of the treatment based on the consent given prior to the revocation.

In the same way, the user has the right to request the deletion of his personal data at any time, even if the information in the website is not processed for marketing purposes, according to the **right to erasure** (art. 17).

The user is entitled to request a restriction on the processing of the information from his company/school, according to the **right to restriction of processing** (art. 18).

For a more in-depth examination of the rights that compete with it, please see art. 15 and following of the 2016/67 EU Regulation and the art. 7 of Legislative Decree no. 196/2003.

To this extent, you can send requests to our data controller:

Štajerski tehnološki park d.o.o. / Styrian Technology Park Ltd.

Pesnica pri Mariboru 20 A

2211 Pesnica pri Mariboru, Slovenia

+386 2 6540 229

info@stp.si

For how long we keep your data

All the personal data and general information will be collected and be available at least until 30/09/2022. However, for an effective exploitation and dissemination of the long-term project results, the information might be stored for a longer time. You will be promptly informed about any change related to this.

Consent withdrawal

You may withdraw your consent to us at any time.

Changes to the privacy policy

This document constitutes the privacy policy of eNEET Rural project, but it might be subject of changes. In case of significant modifications or updates, we will promptly notify the users. Otherwise, any minor revision will be published on the website.

This document was updated on 20/10/2019 to comply with the GDPR.

Communication

In order to ensure the effective communication with all of the registered users, please notice that we might reach you out via e-mail to inform you about significant modifications or updates related to this privacy policy document.

Contact

At any time, visitors and platform users can get in touch with the administration. If you have any question or suggestion about our privacy policy, please contact admin@eneet-elearning.eu.

Dispute resolution

Escalation: any dispute or controversy between the parties arising out of or relating to this document and agreement contained in it shall be resolved by good faith negotiations between the parties. If such negotiations fail to produce a resolution to the Dispute within 20 business days after the date written notice of such Dispute was provided by one party to the other party, the Dispute shall be escalated to data controller Štajerski tehnološki park d.o.o. / Styrian Technology Park Ltd. If negotiations by the data controller fail to produce a resolution to the Dispute within 20 business days after the date the Dispute was escalated, the Dispute may, upon mutual agreement of the parties, be referred to arbitration as set forth below.

Arbitration: a Dispute resulting under this document and the agreement contained in it shall be submitted to arbitration by written notice to the other party (a "Notice of Arbitration"), no later than 10 business days after the escalation process ends. Unless otherwise provided, the arbitration shall take place in Maribor (Slovenia), if it involves a Slovenian natural or a juridical person, or if the entity is not Slovenian, then in a location in the EU as agreed between the parties. In the EU, the arbitration shall be conducted in accordance the provisions of this Agreement. Moreover, Tribunals and arbitral institutions (in addition to companies selling arbitration databases) will have to ensure compliance with the GDPR as implemented in each respective jurisdiction, and protect, amongst other rights, the absolute right of access upon a request from an individual on the personal data available and the rest of the data subjects rights. The arbitration shall be conducted in the Slovenian language. In the event of a conflict, the provisions of this Agreement shall control. Discovery shall be limited to reasonable document requests. Neither the parties nor the arbitrators may disclose the existence, content, or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. An award shall be rendered within 180 business days after submission of the Notice of Arbitration, unless all parties agree to extend that time period. The award shall be reflected in a written decision setting forth the basis for the decision in reasonably specific detail (including detailed findings of fact and conclusions of law).

Choice of Law; Jurisdiction: unless otherwise agreed, this Agreement shall be governed by the laws of Slovenia and each party consents to exclusive jurisdiction and venue in the courts located in Maribor, Slovenia.

Indemnification

You agree to indemnify and hold harmless polycount, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.