

ProTerra Foundation

Privacy and Confidentiality Policy

This Policy covers the use of the ProTerra Foundation website and Training Platform (referred to herein as the "website") and sets forth the terms and conditions applicable to business associates and service providers with respect to the confidentiality of information.

We respect the privacy and confidentiality of data and protect the data of our employees, members, visitors, customers and business partners. The ProTerra Foundation is committed to complying with the rules set forth by the General Data Protection Regulation (GDPR).

ProTerra Data Protection Approach

ProTerra Foundation may collect, use, store and transfer personal data as follows:

- **Contact Data:** includes name, email address and telephone number.
- **Technical Data:** includes internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access the website.
- **Usage Data:** includes information about how visitors use the website.
- **Marketing and Communications Data** includes users' preferences in receiving marketing from us and our third parties and users' communication preferences.
- **Aggregated Data:** such as statistical or demographic data.

ProTerra uses Google Analytics to compile statistics on how our website is being used, which can help us improve our website and online services. This allows us to better understand the interests of our audience and to adapt our communications to be more relevant to users.

Our website also uses cookies to ensure users' privacy and security when they visit secure areas of our website, such as course pages and registration forms.

ProTerra and its service providers may collect *Other Information*¹ in a variety of ways, including through the user's browser or device and cookies, including third-party cookies. Users may choose to accept or decline cookies. However, not accepting cookies may lead to limited experience in the use of the website. ProTerra may use and disclose *Other Information* for any purpose, except where it is required to do otherwise under applicable law.

ProTerra has put in place appropriate security measures to prevent users' personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We also limit access to user personal data to those employees, contractors and other third parties who have a business need to know only. Additionally, all collaborators and contractors are all subject to duty and must observe confidentiality over the information they get in contact with

¹ Other Information" is any information that does not reveal your specific identity or does not directly relate to an identifiable individual.

during the course of their work for ProTerra including the protection of user personal data in line with this Policy.

Personal data will be retained for as long as reasonably necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, regulatory, tax, accounting, or reporting requirements.

In case of any suspected personal data breach, we will notify the user and any applicable regulator of a breach where it is legally required to do so. Corrective actions will be taken to avoid future breaches as applicable.

Terms & Conditions for the use of the ProTerra website

Users² should read these Terms and Conditions before using the ProTerra Foundation homepage and the ProTerra training platform (the “website”). By accessing and using the website users agree to be bound by these terms and conditions.

When users create an account on the ProTerra website, they must be above the age of 18, and all the information provided must be accurate and complete. The website is not intended for children and ProTerra does not knowingly collect data relating to children.

Users are responsible for maintaining the confidentiality of their account and password, including but not limited to the restriction of access to their account. Users agree to accept responsibility for any and all activities or actions that occur under their account and/or password.

The website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about the user. ProTerra does not control these third-party websites and is not responsible for their privacy statements. We encourage you to read the privacy policy of every third-party website you visit.

The website and its original content, features and functionality are the exclusive property of ProTerra Foundation and its licensors. The website is protected by copyright and trademark. Our trademarks and logos may not be used in connection with any product or website without the prior written consent of ProTerra Foundation in line with the valid version of **Guidelines and Requirements for the Use of the ProTerra Logos and Seals**.

Users agree to defend, indemnify, and hold harmless Proterra Foundation and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt or expenses associated to the use, or inability to access/use, of the website and to the information contained in it.

Information on the website is not to be taken as legal advice. Content obtained from the website has constantly been updated by us however we cannot guarantee the accuracy or completeness of all information available on the website. We, therefore, reserve the right to

² Users are individuals accessing and using the ProTerra Foundation homepage and the ProTerra training platform. This includes and is not limited to: all visitors, members, employees, contractors, service providers, certification bodies and others who wish to access and use the website.

change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

ProTerra Foundation reserves the right to terminate accounts, remove or edit content, or cancel orders at our sole discretion.

These terms and conditions are governed by Dutch law.

Confidentially

ProTerra's employees, contractors, business associates and service providers are contractually bounded to us by a contract that includes confidentiality clauses to ensure both the protection of personal data they may have access to in the course of doing business/working for ProTerra and of technical information.

Working closely to the ProTerra Foundation as a member of the staff, of a committee, a working group, or the Board of Directors, will provide access to confidential information and data related to ProTerra Foundation and its member companies. Confidential information is understood as all information and documents gathered during the course of involvement in the ProTerra Foundation.

Internal and external stakeholders must acknowledge that they are subject to a strict duty of confidentiality both during and after the termination of this employment/work contract in respect of:

- Protection of personal data of ProTerra's users.
- All and any technical information relating to ProTerra or its affiliated companies that is not public.
- To any and all ProTerra-related data and information about the clients and business contacts of ProTerra or of its affiliated companies.
- Intellectual property copyrights, patents and any other intellectual and/or industrial property rights of ProTerra or its affiliated companies.

This policy also applies universally with regard to any business-related information or particulars or activities concerning the ProTerra Foundation and its affiliated companies. It is absolutely prohibited for the stakeholders involved to breach this duty of confidentiality in any way.

ProTerra stakeholders acknowledge that ProTerra is the rightful owner of all confidential information and should undertake all necessary and suitable measures to maintain the level of confidentiality. For all information three levels of confidentiality exist:

- "High": means that no distribution is allowed. High confidentiality level must be clearly indicated on written information or clearly stated during oral conversations;
- "Normal": means that the information should not be circulated outside the ProTerra Foundation and ProTerra stakeholders, however in case of further consultation believed to be needed, the information may be distributed for that purpose to relevant stakeholders.
- "None": mean that the information can be freely distributed, e.g. if the information is already in the public domain, meaning that it has been published or disclosed previously by ProTerra Foundation or another organisation. There must be a clear indication about the status of confidentiality.

The members of the ProTerra Foundation that are in a position of receiving sensitive information must accept the rules of ProTerra Foundation regarding confidentiality and sign a Confidentiality Agreement at their appointment date and prior to each renewal term.

Unless otherwise determined by the Board, which shall always be in writing, confidential information shall not be disclosed in perpetuity. In case of breaches of confidentiality by a member of the ProTerra Staff, the ProTerra Board decides on necessary actions, including legal options.

If you have any questions about this privacy policy and its terms and conditions, please contact us at info@proterrafoundation.org