

## **1. Identity of the association and definitions**

- a. EFR is the study association of the Erasmus School of Economics (Economic Faculty association Rotterdam). EFR operates with the KvK number 40341427. The visiting and postal address of EFR is Burgemeester Oudlaan 50, Room GB-46, 3062 PA Rotterdam. Phone number: +31 (0)10 408 11 46.

## **2. Applicability**

- a. The terms and conditions apply for everyone who either is a member of EFR, uses services of EFR and/or attends events of EFR. By becoming a member, using our services or attending our events you confirm that you are familiar with the terms and conditions and that you agree with them.
- b. By visiting our site you engage in our service and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants and/or contributors of content.
- c. Exceptions from the general terms and conditions can only be made written with a signature of both parties (the student and EFR)

## **3. Non-member account**

- a. Your account is personal and you cannot transfer your membership to another person. You are responsible for the password of your account on the EFR website and you are not allowed to grant access to any third party under any circumstances.
- b. Your account and the associated data will be deleted on the 27th of March 2023
- c. EFR will delete your account if requested by you. You can delete your account during the entire year via the website or by using the links provided in the email.
- d. EFR has the right to delete your account for any reason, at any time, with notice to you.

## **4. Events**

- a. Depending on the event type, you may need to be a member of EFR to participate in the event.
- b. EFR has the right to determine different prices for members and non-members.
- c. When you sign up to an event, the registration fee is non-refundable. In special circumstances, the board is allowed to make exceptions.
- d. In case of cancellation or relocation of an EFR event, EFR will inform members to the best of its

ability. In case of cancellation of an EFR event due to circumstances beyond EFR's control, EFR is not liable to repay the participation fee.

- e. By subscribing to an event members accepts liability for the amount of the participation fee.

## **5. Privacy**

### **a. Personal data that we process**

EFR processes your personal data when you use our services and / or when you provide these to us. Below you will find an overview of the personal data that we process:

- First and last name
- E-mail address
- Other personal data that you actively provide, for example by creating a profile on this website, in correspondence and by telephone
- Data about your surfing behavior across different websites by means of your IP address (for example because this company is part of an advertising network)
- Bank account information in case of buying a ticket, a subscription for membership or applying for the EFR Master Career Week. The reason for the latter is the penalty policy of the event.

Joris van Beek is the person who is responsible for processing the personal data. This is also the person you can send an email in case you have any questions. You can contact this person by email, [info@efr.nl](mailto:info@efr.nl).

### **b. Special and / or sensitive personal data that we process**

Our website and / or service does not intend to collect data about website visitors under the age of 16. Unless they have permission from parents or guardian. However, we cannot check whether a visitor is older than 16. We therefore advise parents to be involved in the online activities of their children, to prevent data about children being collected without parental consent. If you are convinced that we have collected personal data about a minor without that permission, please contact us at [info@efr.nl](mailto:info@efr.nl) and we will remove this information.

### **c. For what purpose and on what basis we process personal data**

For website users (that do not log in): we only process the information from the HTTP request of the user, browser/system information and first-party cookies. The information from these sources are required to obtain insights in the number of visitors per page and period.

For non-member accounts: additional to the information required from website users, we process personal data from non-member accounts after they have become created a non-member accounts because that information is necessary for the performance of a contract. For example, the first and last name. We process other information based on legitimate interests of EFR. This helps the board to know their members and act on that by means of tailoring its policy or events.

The provision of personal information is a necessary obligation to the agreement between EFR and you as a user of our services. If the information is not provided, EFR is not able to provide its service to you and therefore, one cannot use the website.

The only people that have access to the personal data is the board. Personal information can be shared with committee members of the association if needed. However, the permission for sharing the data is granted by the privacy officer, Joris van Beek. Besides, committee members sign a confidentiality agreement irrespectively of any access to the data.

#### **How long we keep personal data**

EFR does not store your personal data for longer than is strictly necessary to achieve the purposes for which your data are collected. We use the following retention periods for the following categories of personal data:

- Account details, including name, e-mail address, address and study program will be deleted from the account after 2 years in case of inactivity. If a member wishes to remove his or her data earlier, this can be done by emailing [info@efr.nl](mailto:info@efr.nl) with a request for deregistration and deletion of personal data.
- CVs and motivation letters will be deleted within four weeks after the relevant applications.

#### **d. Sharing of personal data with third parties**

EFR shares your personal data with various third parties if this is necessary for the execution of the agreement and to comply with a possible legal obligation. We enter into a data processing agreement with companies that process your data on our behalf to ensure the same level of security and confidentiality of your data. EFR remains responsible for these processes. In addition, if EFR provides your personal data to other third parties, we only do this with your explicit permission. For example, we share your bank account details with our payment services provider to process membership fees. Another example is that we share mail addresses with our email service provider for newsletters.

#### **e. Cookies, or similar techniques, that we use**

EFR uses functional, analytical and tracking cookies. A cookie is a small text file that is stored in the browser of your computer, tablet or smartphone when you first visit this website. EFR uses cookies with purely technical functionality. These ensure that the website works properly and that, for example, your preferred settings are remembered. These cookies are also used to make the website work properly and to optimize it. In addition, we place cookies that track your surfing behavior so that we can offer customized content and advertisements. On your first visit to our website, we have already informed you about these cookies and have asked permission to place them. You can opt out of cookies by setting your internet browser so that it no longer stores cookies. In addition, you can also delete all information that was previously saved via the settings of your browser. For an explanation, see: <https://veiliginternetten.nl/themes/situation/cookies-wat-zijn-het-en-wat-doe-ik-ermee/>

#### **f. View, modify or delete data**

You have the right to view, correct or delete your personal data. In addition, you have the right to withdraw your consent for data processing or to object to the processing of your personal data. EFR and you have the right to data transferability. This means that you can submit a request to us to send the personal data that we hold about you in a computer file to you or another organization mentioned by you. You can send a request for access, correction, deletion, data transfer of your personal data or request for withdrawal of your consent or objection to the

processing of your personal data to [info@efr.nl](mailto:info@efr.nl). To ensure that the request for inspection has been made by you, we request that you send a copy of your proof of identity with the request. Make in this copy your passport photo, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number and Citizen service number (BSN) black. You can do make copies safely on the website:

<https://www.rijksoverheid.nl/onderwerpen/identiteitsfraude/vraag-en-antwoord/veilige-kopie-identiteitsbewijs> This is to protect your privacy. We will respond to your request as quickly as possible, but within four weeks. EFR would also like to point out that you have the option of submitting a complaint to the national data protection authority, the Dutch Data Protection Authority. You can do this via the following link: <https://autoriteit-individuele-gegevens.nl/nl/contact-with-de-autoriteit-individuele-gegevens/tip-ons>

**g. How we protect personal data**

EFR takes the protection of your data seriously and takes appropriate measures to prevent abuse, loss, unauthorized access, unwanted disclosure and unauthorized changes. If you have the impression that your data is not properly secured or there are indications of abuse, please contact our customer service or via [info@efr.nl](mailto:info@efr.nl).

## **6. Marketing and Partner Communications**

a. By creating an account or becoming a member of the Economische Faculteitsvereniging Rotterdam (EFR), you explicitly agree to receive electronic communications from EFR. These communications include association news, career events, and promotional offers from our external partners (including recruitment firms and financial service providers).

**How we handle your data:**

**Sender Identity:** All partner-related marketing emails are sent directly by EFR. We do not sell or transfer your personal contact details to these third parties for their independent use without your separate, explicit consent.

**Opt-Out/Unsubscribe:** We respect your privacy. Every marketing email sent by EFR contains a direct link to unsubscribe. You may revoke your consent to receive these partner offers at any time by clicking this link or contacting us directly, without affecting your EFR membership status.

## **7. Guarantee of accurate and true information**

- a. You warrant EFR a guarantee that all information you enter in the registration form or anywhere else in the website of EFR while using it, is accurate and true. If EFR has a valid reason to believe that the information provided is incomplete, untrue, misleading or incorrect, EFR is entitled to delete the information, and if so wishes to delete the non-member account entirely.

## **8. Changes to general terms and conditions**

- a. EFR has the right to change the general terms and conditions of EFR in any moment when EFR sees fit to do so without prior notice. The new general terms and conditions will be published on [EFR.nl](http://EFR.nl). Members are recommended to check the website regularly.

## **9. Liability**

- a. EFR is not liable for any loss, theft or damage, whatever nature, in possession of participants of activities or in possession of users of the services of EFR. Moreover, EFR is not liable for the consequences or indirect damage of the not/not in time/not right performance of EFR.
- b. EFR is not liable for any damages resulting from the use of the EFR website and webshop.
- c. EFR is not liable for any information of communication that is not provided by EFR.
- d. EFR is only liable for the damage which is a direct consequence of an accountable mistake of EFR in the execution of its obligations as mentioned in the general terms and conditions.
- e. The liability of EFR is limited to the amount that is covered by the insurance of EFR in the specific case. In case of not covering/not paying out of the insurance, EFR's liability is limited to €250 in total for the situation.
- f. EFR is not liable in case of intentional damage by the student or in the case of recklessness.

## **10. Intellectual property**

- a. EFR holds the rights and qualifications according to the Dutch copyright law and other intellectual law and regulations.
- b. Everything on the website of EFR belongs to EFR. If you find any material on the website which you believe infringes any third party or property right, please contact EFR via [info@efr.nl](mailto:info@efr.nl). EFR cannot be held responsible for the information provided on the website.
- c. When becoming or being a member of EFR, the transfer of intellectual property is ruled out in any case. Members are not allowed to provide third parties any intellectual property without written, signed permission of EFR.

## **11. Applicable law, complaints and disputes**

- a. The Dutch law is applicable on the general terms and conditions of EFR.
- b. The court in Rotterdam is exclusively authorised to deal with disputes, unless the Dutch law insists otherwise. Nevertheless, EFR holds the right to submit the dispute to the authorised judge by Dutch law.
- c. Parties will first try excessively to solve the dispute by consultation before involving a judge.
- d. In the event in which one or more terms of the general terms and conditions are void or voidable, the concerning term will be replaced by a valid provision that has the same effect.

## **12. Additional terms**

- a. For any questions about the terms and conditions of EFR please send an email to [info@efr.nl](mailto:info@efr.nl).
- b. Breaking one of the articles mentioned in the general terms and conditions can be sanctioned by EFR as seen fit.
- c. In case of conflicting articles in the general terms and conditions and the statutes, the statutes are leading.

- d. In case of conflicting articles in the general terms and conditions and event specific terms and conditions, event specific terms and conditions are leading.