

Privacy policy for Germany

This Privacy Policy sets out the approach taken by Headhunter Systems Limited (“Headhunter Systems”, “we”, or “us”) in agreement with a German Institute or University (“Membership organization”), to the personal information of subscribers and visitors to its website www.graduway.com and any other website powered by “Graduway” (“the Sites”). By browsing the Sites and the services within them (collectively the “Services”), you (“You”) agree that your personal information and data (collectively, “Personal Information”) will be dealt with in accordance with this privacy policy.

Privacy and confidentiality are at the heart of the Services. We treat Personal Information acquired from You seriously and make every effort to comply with our obligations under applicable privacy statutes including the Freedom of Information and Protection of Privacy Act and the UK Data Protection Act (1998). Additionally, we understand the importance of maintaining the confidentiality of any information stored about You while using the Services. We respect Your privacy – Graduway’s entire service depends on treating Personal Information properly, in the strictest confidence and with sensitivity.

The Information you provide by using the Services is owned by You, and You may ask us to remove any information that Graduway stores about You, at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users, by sending us an e-mail stating in the subject heading, “Remove Details”. Further information related to this section is available in our General Terms of Use and in Sub-Clause 3.7 below.

Other than as provided for in clause 1.2 below, the definitions and interpretations contained in our General Terms and Conditions shall apply to these Terms also.

1. Information Collection and Use

- 1.1. We collect Personal Information when you register for an account, when you use certain Services and when you visit certain Site pages.
- 1.2. When you register with us, as further described under clause 3 to our General Terms and Conditions, we will ask You for Personal Information, directly (by registering with your private email address) or indirectly (through the “Connect with” LinkedIn or Facebook option, located at our Website’s homepage). We offer the possibility to register with these third party services but do not specifically recommend nor do we take any responsibility about the use of third party services. Please note that these internet platforms have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before You submit any Personal Information to these websites. Further Site-specific information may be requested, for example name, email address, post code, nationality, occupation, industry, background, personal interests etc.). If some of this information is required for registration, the fields are clearly marked when not filled out.
- 1.3. By registering with us, You acknowledge and agree that we may access and store your Personal Information. For German Sites information is stored on the servers in Frankfurt, Germany. If you registered with us through the “Connect with” LinkedIn or Facebook option, You also acknowledge and agree that we may access and store information from your LinkedIn, Xing or Facebook profile, respectively. Further information related to this section is available under Clause 3 of our General Terms of Use (Registration to the Services).
- 1.4. Once you register with us and sign in to our Services, you are not anonymous to us.
- 1.5. The Personal Information You provide us will be displayed to other users of the platform, including your email address unless you choose to hide Your Personal Information (Your private Email address, Your phone number and/or Your private address) from other users by updating your privacy settings.
- 1.6. Personal Information and other details about You that You supply as part of the registration process are stored securely by us and are used to provide You with the Services and information as set out in the Sites. You have chosen to provide us with this information and we will not use that information for any purpose other than as set out as part of the Services.
- 1.7. We will use information provided by you to help you advance your career through inside connections, leverage your professional network, get introduced to people, socially interact with other users and share photos with them, create and/or share and/or find business opportunities and stay in touch with the Membership organization. You consent to the use of your profile and Personal Information being used for this purpose.
- 1.8. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information, software and hardware attributes, and the page you requested. Information is only retrieved if necessary to enable Graduway Technical Support for site functionality.

- 1.9. We use information for the following general purposes: to fulfil your requests for services, improve our services, contact you, conduct internal research, and provide internal anonymous reporting.. You agree that we may transfer your Personal Information for the general purposes set out above within Graduway and to the Administrator Team of the Membership organization.
- 1.10. We do not rent, sell, or share Personal Information about you with other people or non-affiliated companies except to provide products or services you've requested, when we have your permission, or under the following circumstances:
 - responding to court orders, legal process, or to any legitimate request by authorities with which we must comply; and
 - to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law.
- 1.11. In reference to general site activity (e.g. posting comments, events, pictures etc), by providing us information and using the Services you grant us a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to the Services, including, but not limited to, any user generated content, ideas, concepts, techniques and/or data to the services you submit, without any further consent, notice and/or compensation to you or to any third parties. This does not apply to your personal information.
- 1.12. You also agree that we may transfer your information to the Membership organization to use for development and advancement purposes. The Membership Organization will only use archived information for anonymous statistical purposes and will not store data longer than 5 years.

2. Cookies

- 2.1. Cookies are small pieces of information that are stored by Your browser on Your computers hard drive. Graduways cookies do not contain any personally identifying information, but enable us to identify Your computer when You access the Services and to provide You with a convenient means of access. The Services may from time to time contain links to and from the websites of Graduways partner networks, advertisers and affiliates. If You follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before You submit any Personal Information to these websites.
- 2.2. You may elect to switch off Cookies at any time by following the instructions contained in this page www.aboutcookies.org/Default.aspx?page=1

3. Edit and Delete Your Information and Preferences

- 3.1. You can edit your Personal Information on your account at any time.
- 3.2. You can re-sync your account with your LinkedIn Account at any time.
- 3.3. We may restrict any change being made to any report produced about You, if we are of the opinion that such report is not a fair and true representation of You.
- 3.4. We will endeavor to correct any material error in your Personal Information that You make us aware of.
- 3.5. For service announcements, administrative messages and other communications relating to our Service, we reserve the right to send you these communications, without offering you the opportunity to opt out of receiving them. You may opt out from receiving the following Site notifications at any time without giving any reason: notifications about replies and likes to my posts and photos, about replies to posts I replied to, about new messages, personal network updates and newsletters.
- 3.6. You may delete your account under "Update my account" or by emailing the Site Administrator or support@graduway.com, verifying your password once more and confirming your choice to terminate the account. Your personal data will then be permanently deleted from the system.
- 3.7. You agree that you are using the services on voluntary basis, can withdraw at any time and without giving a reason

4. Confidentiality and Security

- 4.1. We have physical, electronic, and procedural safeguards that comply with our legal obligations to protect Personal Information about you.
- 4.2. For Membership Organizations in Germany We signed an additional Contract according to § 11 Bundesdatenschutzgesetz (BDSG) / § 7 (LDSG)

5. Posting on Publicly Accessible Areas

- 5.1. A publicly accessible area is any area of the Sites and/or Services that is accessible by the general public and may be indexed by search engines.
- 5.2. We may offer you the opportunity to post, submit and exchange content and information on publicly accessible areas and You should exercise caution if you choose to disclose Personal Information in a publicly accessible area. Remember that this information may remain indefinitely in the publicly accessible area of the Sites and Services.
- 5.3. You authorize us to display and make available for download to third parties authorised by the Membership Organization all media recordings of You which You submit to us or post on the publicly accessible areas of the Sites or through the Services.
- 5.4. You are solely responsible for any Personal Information that you disclose and disseminate on the Sites and through the Services.
- 5.5. We shall not be held liable for any loss of information. Any information you submit to us is at your own risk of loss.

6. User-to-User Communication and Sharing

- 6.1. You are solely responsible for your interactions with other users.
- 6.2. We reserve the right, but have no obligation, to monitor disputes between you and other users and to restrict, suspend, or close your account if we determine, to our sole discretion, that doing so is necessary to enforce these Terms.
- 6.3. We cannot guarantee that other users will not use the ideas and information that you share to and/or through our Services. Therefore, if you have an idea or information that you would like to keep confidential or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to and/or through our Services. We are not responsible for another's misuse or misappropriation of any content or information you post.

7. Changes to this Privacy Policy

- 7.1. We may amend this policy from time to time. If we make any substantial changes in the way we use your Personal Information we will notify you by sending a notice to the primary email address specified in your account or by posting a prominent notice on our pages however You should review this policy on a regular basis to check for any changes made to it.

8. Contact

Questions, comments and requests regarding this privacy policy are welcome and should be addressed to: support@graduway.com

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