



Privacy Policy

1. General

- 1.1 This is the Privacy statement of IMPACT WIZARD, a product of Sociale InnovatieFabriek VZW with registered office at Ravensteingalerij 28, 1000 Brussels, Belgium, registered with the business register with the number 0524.752.578, telephone: 02/2137490, e-mail: info@impactwizard.be ("**Sociale InnovatieFabriek**").
- 1.2 Sociale InnovatieFabriek promotes, guides and supports social entrepreneurship and social innovation for the benefit of social challenges. In this, Sociale InnovatieFabriek pays attention to three basic values: attention to shared added value, a focus on social transformation and impact drivenness.
The main purpose of Sociale InnovatieFabriek is the establishment of a culture concerning social innovation in Flanders. To succeed in this, it wants to inform everyone in Flanders about social innovation and social entrepreneurship, engage them to think about concepts, activate them to participate in (network)activities in this respect, guide them so that they can execute socially innovative concepts as good as possible.
Therefore, Sociale InnovatieFabriek offers an online tool: IMPACT WIZARD. Step by step, IMPACT WIZARD will guide you through the process of impact evaluation. In this, you receive tools to evaluate and increase your impact.
- 1.3 Sociale InnovatieFabriek is responsible for processing your personal data which it receives when you share your personal data or those of someone else (f.e. through the website, by e-mail or personal contact) ("**Personal Data**").
- 1.4 This privacy statement is offered to you electronically and is always accessible under the header "Privacy Statement" on the website of Impact Wizard www.impactwizard.eu ("**Website**").
- 1.5 With this Privacy Statement, Sociale InnovatieFabriek informs every person whose Personal Data are processed. This privacy statement can be amended by Sociale InnovatieFabriek at any time. Therefore, you are advised to consult it regularly. The amended privacy statement will be published on the Website and automatically enter into force on that date.

2. Legal framework

- 2.1 This privacy statement is subject to the regulation on the protection of Personal Data such as:
 - (i) the Act of 8 December 1992 on Protection of Privacy with regard to the Processing of Personal Data ("**Privacy Act**");
 - (ii) the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E;
 - (iii) all other applicable regulations on the protection of privacy and the processing of personal data,
(together or separately referred to as "**Privacy legislation**").
- 2.2 In the context of its relations with interviewers and visitors/users of the Website, Sociale InnovatieFabriek may process Personal Data provided during the visit of a visitor/user on the Website.

2.3 This privacy statement applies to all pages of the website. This privacy statement however does not apply to website pages of third parties which are referred to by or which link to the website, and to which a different privacy statement may apply.

3. Purpose

3.1 Sociale InnovatieFabriek processes the Personal Data in accordance with the provisions of the Privacy legislation and this privacy statement, in order to:

- (i) perform its activities as described in article 1.2 (including offering IMPACT WIZARD and the website along with all its functionalities, for this being able to identify the visitors and to have (search) orders executed);
- (ii) manage a (potential) contractual relationship with you and administering products or providing services in the framework of this (potential) relationship;
- (iii) comply with its legal obligations;
- (iv) create a membership file and collect information on this;
- (v) conduct market research;
- (vi) optimize its range of services and offer or deliver services and to inform you about this;
- (vii) provide direct marketing concerning its activities, such as promotions, updates, specific actions and services, newsletters, information leaflets, e-mails, invitations to events, marketing materials and other information about Sociale InnovatieFabriek (such as its activities and developments), the industry and other players which could be interesting or useful;
- (viii) understand your needs and preferences so that Sociale InnovatieFabriek and/or its partners can better tailor its offers, products or methods hereto;
- (ix) assign subcontractors and contract parties of Sociale InnovatieFabriek for the execution of the previous items;
- (x) comply with the applicable rules;
(hereafter together or singularly referred to as the **“Purpose”**.)

4. Legal grounds and application

4.1 Sociale InnovatieFabriek relies on the following legal grounds to process your Personal Data:

- (i) an agreement which you closed with Sociale InnovatieFabriek on the access to and/or the use of the Website and/or the information thereon and the relating services;
- (ii) the voluntary, specific, informed and unambiguous consent given by you or in your name for the concerned person to Sociale InnovatieFabriek, its partners (f.e. subcontractors or contract parties) to process the Personal Data. This consent can be given in any possible way, such as but not limited to: by letter, e-mail, online or offline consent form, link or registration, or orally; and/or
- (iii) a legal obligation; and/or
- (iv) a legitimate interest of Sociale InnovatieFabriek.

4.2 This privacy statement is valid for all pages of the Website. This privacy statement does not necessarily apply to services, activities, or products of third parties (including websites or applications to which is referred on our Website through (even allowed) hyperlinks) which can be referred to and to which another privacy statement could apply.

5. Personal data

5.1 Sociale InnovatieFabriek can request, collect and process Personal Data which:

- (i) could be useful for fulfilling the Purpose, such as name, surname, date of birth, sex, address, e-mail address, telephone number, preference of language, name of your organization, website, business number, statutes, copy of power of attorney for representing your company, organization specific information (such as mission, vision, plans, projects etc.), bank account number, professional interests and preferences, other information provided to Sociale InnovatieFabriek and cookies. You can find more

information on the use of cookies on the Website in the [cookie policy](https://impactwizard.eu/documents/cookie-policy-en.pdf) of Sociale InnovatieFabriek (<https://impactwizard.eu/documents/cookie-policy-en.pdf>). Also, your user data of the Website are preserved.

(ii) are collected in the framework of the activities of Sociale InnovatieFabriek such as provided in article 1.2.

5.2 By registering on the website and completing the fields requesting the above-mentioned Personal Data, these are automatically accessible to Sociale InnovatieFabriek.

5.3 Based on the [terms and conditions of use](https://impactwizard.eu/documents/terms-and-conditions.pdf) (<https://impactwizard.eu/documents/terms-and-conditions.pdf>), you are aware that various user packages are made available on the Website.

6. Transfer to third parties

6.1 Sociale InnovatieFabriek can transfer the Personal Data to subcontractors or partners to execute certain processing activities (for example hosting the website, the purchase of subscriptions, other ICT purposes such as mailing- and payment services (Stripe, Typeform, Mailchimp,...) etc.).

6.2 Sociale InnovatieFabriek guarantees that it will not transfer Personal Data to other third parties than those referred to in article 6.1 unless:

(i) It is legally obliged to transfer the Personal data;

(ii) Sociale InnovatieFabriek has a legitimate interest.

6.3 The third parties to which Sociale InnovatieFabriek on the basis of abovementioned categories is entitled or obliged to transfer Personal Data, are established within or outside the European Union. The obtained Personal Data can thus also be transferred to companies or institutions in non-EU countries. Sociale InnovatieFabriek is in the framework of transferring Personal Data not responsible and cannot be held accountable for the further processing of the Personal Data by third parties, other than the processors for Sociale InnovatieFabriek.

7. Representations and warranties

7.1 You warrant that you are entitled (on behalf of the person concerned) to transfer his/her Personal Data to Sociale InnovatieFabriek, f.e. of you, your employees, partners... You warrant that, as far as necessary, you obtained the required consent for the abovementioned transfer of Personal Data and that you will safeguard and indemnify Sociale InnovatieFabriek for every claim for damages in this respect.

7.2 You warrant by agreeing with this privacy statement that the Personal Data which you provide are correct and complete.

7.3 You are aware that every violation of this provision will be considered as a serious fault.

7.4 The use of false identities, incomplete or inaccurate data, or data that belongs to third parties who have not given the visitor/user their consent to use it, may lead to the visitor/user being denied access to the website, either temporarily or permanently.

8. Duration of processing

Sociale InnovatieFabriek stores the Personal Data and uses those in correspondence with this privacy statement and the Privacy legislation for as long as it is necessary to achieve the Purpose (and in any case for five years after your user rights in respect of IMPACT WIZARD have terminated). If the Purpose is achieved, it will delete the Personal Data.

9. Rights

9.1 The Privacy legislation grants everyone a number of rights in relation to his/her Personal data. Everyone has the legal right, free of charge, in relation to the Personal Data relating to them to:

(i) inspect and copy the Personal Data;

(ii) in case of errors, request correction;

(iii) request deletion in case:

a. they are no longer required to achieve the Purpose;

b. the consent is withdrawn and there is no other legal basis for the processing of the Personal Data;

- c. objection is made and there is no other legal basis for the processing of the Personal Data;
 - d. the Personal Data are processed irregularly;
 - e. of a legal obligation to delete the Personal Data;
 - (iv) have limited the Processing of Personal Data;
 - (v) have transferred the Personal Data to a third party,
 - (vi) object to the processing of Personal Data, particularly in the framework of direct marketing. Everyone can at all times and freely of charge object to the processing of his/her Personal Data for direct marketing. This implies amongst other things that one can always unsubscribe from newsletters, commercial or promotional mailings or personalized ads so that Sociale InnovatieFabriek can no longer send those;
 - (vii) withdraw the consent on the basis whereof Sociale InnovatieFabriek is entitled to process Personal Data;
 - (viii) file a complaint with the Data Protection Authority ("Commission for the Protection of Privacy" or "Privacy Commission") in case he/she believes that the processing of his/her Personal Data is contrary to the Privacy legislation.
- 9.2 For exercising the abovementioned rights and for further questions you can address a written, dated and signed application to Sociale InnovatieFabriek by e-mail: info@impactwizard.eu.
- 9.3 The exercise of your rights as mentioned above depends however on the requirements and conditions as determined in the Privacy legislation.

10. Record keeping and security

- 10.1 In principle, the Personal Data are stored with Sociale InnovatieFabriek or its ICT-provider, localised in Belgium unless otherwise mentioned in the conditions of the ICT-provider, which can be provided by Sociale InnovatieFabriek upon request.
- 10.2 The Personal data provided by you through the Website will not be stored on the internet, but can be stored on the servers of the Website in [Belgium]. Sociale InnovatieFabriek commits to the best of its ability to (have) take(n) all reasonable measures to ensure the protection of Personal Data against loss, destruction, alteration or unauthorized access via technical safety regulations and an adequate security policy.
- 10.3 You acknowledge and accept that the forwarding and storage of Personal Data is never without risk and therefore that the damage that you or the person concerned would suffer due to unauthorized use of Personal Data by third parties can never be recovered from Sociale InnovatieFabriek.
- 10.4 If you are aware that a data breach has occurred, you must notify Sociale InnovatieFabriek of this immediately by e-mail at info@impactwizard.eu.

11. Liability

- 11.1 Sociale InnovatieFabriek can only be held liable for damage arising out of the processing of Personal Data as a consequence of fault or carelessness of Sociale InnovatieFabriek. In no case, Sociale InnovatieFabriek can be held liable (i) in case of *force majeure*, (ii) for indirect damage or consequential damage, (iii) for any damage arising out of faults, failing or negligence of you or third parties other than the processors of Sociale InnovatieFabriek.
- 11.2 The total liability of Sociale InnovatieFabriek is in all cases limited to 5.000 (five thousand) euro for breaches of this privacy statement and/or the Privacy legislation.

12. Severability

- 12.1 If a provision in this privacy statement is deemed to be unlawful or non-enforceable, this clause will be amended as far as necessary to render this clause lawful or enforceable, whereby the original meaning of the provision will be preserved as much as possible.
- 12.2 Where possible, the provisions of the privacy statement will be interpreted in such a way that they are valid and enforceable under the applicable law. However, if one or more provisions of

this privacy statement appear to be entirely or partially invalid, unlawful or non-enforceable, the rest of that provision and the privacy statement will remain in force nonetheless, as if this invalid or non-enforceable provision had never been adopted.

13. Applicable law and competent court

- 13.1 By acquiring access to the website, you are accepting that all matters between you and the Sociale InnovatieFabriek relating to this website, including privacy issues, will be exclusively governed by Belgian law.
- 13.2 The Dutch-language courts of Brussels shall have sole jurisdiction to hear any dispute in connection with this Website, to the exclusion of any other court.