

# DEDICO Privacy Policy

Last Updated: 5 January 2018

Thank you for using DEDICO!

This Privacy Policy explains how we collect, use, process, and disclose your information across the Dedico Platform.

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When this policy mentions “Dedico,” “we,” “us,” or “our,” it refers to the Dedico Journeys for Learning BV company that is responsible for your information under this Privacy Policy (the “**Data Controller**”).

## 1. Information We Collect

There are three general categories of information we collect.

### 1.1 Information You Give Us.

We collect information you share with us when you use the Dedico Platform.

- **Account Information.** When you sign up for a Dedico Account, we require certain information such as your name, email address, and date of birth.
- **Profile Information.** To use certain features within the Dedico Platform, we may also ask you to complete a profile, which may include your address, phone number, and gender. Certain parts of your profile (like your profile picture, first name, and description) are a part of your public profile page, and will be publicly visible to others.
- **Payment Information.** We collect your financial information (like your bank account or credit card information) when you use the Dedico Platform to process payments. We also collect your bank account information when you create and publish a Workshop as a Teacher on the Dedico Platform.
- **Communications with Dedico and other Members.** When you communicate with Dedico or use the Dedico Platform to communicate with other Members, we collect information about your communication and any information you choose to provide.

- **Address Book Contact Information.** You may choose to enter your contacts' information manually to access certain features of the Dedico Platform, like inviting them to use Dedico or make a booking on their behalf.
- **Other Information.** You may otherwise choose to provide us information when you fill in a form, conduct a search, update or add information to your Dedico Account, respond to surveys, or use other features of the Dedico Platform.

## 1.2 Information We Automatically Collect from Your Use of the Dedico Platform.

When you use the Dedico Platform, we collect information about the services you use and how you use them.

- **Usage Information.** We collect information about your interactions with the Dedico Platform, such as the pages or other content you view, your searches for Workshops, bookings you have made, and other actions on the Dedico Platform.
- **Location Information.** When you use certain features of the Dedico Platform, we may collect different types of information about your general location (e.g. IP address, zip code) or more specific location information (e.g. precise location from your mobile GPS). Most mobile devices allow you to control or disable the use of location services for applications in the device's settings menu.
- **Log Data.** We automatically collect log information when you use the Dedico Platform, even if you have not created a Dedico Account or logged in. That information includes, among other things: details about how you've used the Dedico Platform (including links to third party applications), IP address, access times, hardware and software information, device information, device event information (e.g., crashes, browser type), and the page you've viewed or engaged with before or after using the Dedico Platform.
- **Transaction Information.** We collect information related to your transactions on the Dedico Platform, including the date and time, amounts charged, and other related transaction details.
- **Cookies and Similar Technologies.** We use cookies and other similar technologies, such as web beacons, pixels, and mobile identifiers. While you may disable the usage of cookies through your browser settings, we do not change our practices in response to a "Do Not Track" signal in the HTTP header from your browser or mobile application. For more information on our use of these technologies, see our Cookie Policy ([/terms/cookie\\_policy](/terms/cookie_policy)).

## 1.3 Information We Collect from Third Parties.

We may collect information that others provide about you when they use the Dedico Platform, or obtain information from other sources and combine that with information we collect through the Dedico Platform.

- **Third Party Services.** If you link, connect, or login to your Dedico Account with a third party service (e.g., Facebook, Google), the third party service may send us information such as your registration and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.
- **Your Reviews.** If someone has written a review for you, it will be published on your Dedico public profile page.
- **Other Sources.** To the extent permitted by applicable law, we may receive additional information about you, such as fraud detection information, from third party service providers and/or partners, and combine it with information we have about you. For example, we may receive flags from our payment provider about fraudulent or refused bank transactions, which we may attach to your profile.

## 2. How We Use The Information We Collect

We use, store, and process information about you to provide, understand, improve, and develop the Dedico Platform, and to create and maintain a trusted and safer environment.

## **2.1 Provide, Improve, and Develop the Dedico Platform.**

- Enable you to access and use the Dedico Platform.
- Enable you to communicate with Teachers or other Students.
- Operate, protect, improve and optimize the Dedico Platform and experience, such as by performing analytics and conducting research.
- Personalize or otherwise customize your experience by, among other things, ranking search results or showing workshops based on your search, booking history, and preferences.
- Enable you to access and use the booking services.
- Provide customer service.
- Send you service or support messages, such as updates, security alerts, and account notifications.
- If you provide us with your contacts' information, we may use and store this information: (i) to facilitate your referral invitations, (ii) for any purpose you authorize at the time of collection.

## **2.2 Create and Maintain a Trusted and Safer Environment.**

- Detect and prevent fraud, spam, abuse, security incidents, and other harmful activity. Conduct investigations and risk assessments.
- Verify or authenticate information or identifications provided by you (such as to verify your Accommodation or Workshop address or compare your identification photo to another photo you provide). Conduct checks against databases and other information sources.
- Comply with our legal obligations.
- Resolve any disputes with any of our users and enforce our agreements with third parties.
- Enforce our [Terms & Conditions](#), [Teacher Terms of Service](#), and other policies.

## **2.3 Provide, Personalize, Measure, and Improve our Advertising and Marketing.**

- Send you promotional messages, marketing, advertising, and other information that may be of interest to you based on your communication preferences (including information about Dedico and the Teachers on the Dedico Platform).
- Personalize, measure, and improve advertising.
- Administer referral programs, rewards, surveys, or other promotional activities or events sponsored or managed by Dedico.

# **3. Sharing & Disclosure**

## **3.1 With Your Consent.**

We may share your information at your direction or as described at the time of sharing, such as when you authorize a third party application or website to access your Dedico Account.

## **3.2 Sharing between Teachers and Students.**

To help facilitate bookings, we may share your information with other Members as follows:

- When you as a Student submit a booking request, certain information about you is shared with the Teacher, including your full name, the full name of any additional Students, your cancellation history, and other information you agree to share. When your booking is confirmed, we will disclose additional information to assist with coordinating the holiday, like your phone number.

- When you as a Teacher have a confirmed booking, certain information is shared with the Student to coordinate the booking, such as your full name, phone number, and Accommodation or Workshop address.
- We don't share your billing and payout information with other Members.

### **3.3 Profiles, Workshop Listings, and other Public Information.**

The Dedico Platform lets you publish information that is visible to the general public. For example:

- Parts of your public profile page, such as your first name, your description, and city, are publicly visible to others. As a Teacher, your profile page may also include a more extended description of your experience, such as a biography and qualifications you have to teach.
- Public Workshop Listing pages are publicly visible and include information such as the Course or Accommodation's approximate location (neighborhood and city), course description, calendar availability, the Teacher's public profile photo, photos of the Workshop location and/or Accommodation, aggregated demand information (like page views over a period of time), and any additional information the Teacher chooses to share.
- After completing a booking, Students may write reviews and rate the Teachers. Reviews are a part of your public profile page.
- If you submit content in a public forum or social media post, or use a similar feature on the Dedico Platform, that content is publicly visible.
- Information you share publicly on the Dedico Platform may be indexed through third party search engines. If you change your public-facing content, these search engines may not update their databases. We do not control the practices of third party search engines, and they may use caches containing your outdated information.

### **3.4 Service Providers.**

We use a variety of third party service providers to help us provide services related to the Dedico Platform. Service providers may be located inside or outside of the European Economic Area (“**EEA**”). For example, service providers may help us: (i) provide customer service, (ii) advertising, or (iii) payments services. These providers have limited access to your information to perform these tasks on our behalf, and are contractually obligated to use it consistent with this Privacy Policy.

### **3.5 Payments.**

Dedico is using a third party payment provider (“**Payment Provider**”) to allow you to book a Workshop and pay for it. Dedico will share your personal information with the Payment Provider to facilitate your use of the Dedico platform. The information received by the Payment Provider will be used solely for the purpose of using the Dedico platform and never be shared with anyone else.

### **3.6 Safety and Compliance with Law.**

Dedico may disclose your information to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent we are required to do so by law or if such disclosure is reasonably necessary: (i) to comply with legal process and to respond to claims asserted against Dedico, (ii) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability, (iii) to enforce and administer our [Terms & Conditions](#) or other agreements with Members, (iv) for fraud investigation and prevention, risk assessment, customer support,

product development and debugging purposes, or (v) to protect the rights, property or personal safety of Dedico, its employees, its Members, or members of the public.

We will attempt to notify Members about these requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon Dedico's property, its Members and the Platform (collectively, "**Risk Scenarios**"). In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that Member about the request after the fact if we determine in good faith that we are no longer legally prohibited from doing so and that no Risk Scenarios apply.

### **3.7 Widgets.**

We may display parts of the Dedico Platform (e.g., your Workshop Listing page) on sites operated by Dedico's business partners, using technologies such as widgets or APIs. If your Workshop Listings are displayed on a partner's site, information from your public profile page may also be displayed.

### **3.8 Business Transfers.**

If Dedico undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer or share some or all of our assets, including your information. In this event, we will notify you before your personal information is transferred and becomes subject to a different privacy policy.

### **3.9 Aggregated Data.**

We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and non-personally identifiable information for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

## **4. Other Important Information**

### **4.1 Analyzing your Communications.**

We may review, scan, or analyze your communications on the Dedico Platform for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, and customer support purposes. For example, as part of our fraud prevention efforts, we scan and analyze messages to mask contact information and references to other websites. In some cases, we may also scan, review, or analyze messages to debug, improve, and expand product offerings. We use automated methods where reasonably possible. However, occasionally we may need to manually review some communications, such as for fraud investigations and customer support, or to assess and improve the functionality of these automated tools. We will not review, scan, or analyze your communications to send third party marketing messages to you, and we will not sell reviews or analyses of these communications.

### **4.2 Linking Third Party Accounts.**

You may link your Dedico Account with your account at a third party social networking service. Your contacts on these third party services are referred to as "Friends." When you create this link:

- some of the information you provide to us from the linking of your accounts may be published on your Dedico Account profile;

- a link to your public profile on that third party social networking service may be included in your Dedico public profile;
- other Dedico Members may be able to see any common Friends that you may have with them, or that you are a Friend of their Friend if applicable;
- the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
- the publication and display of information that you provide to Dedico through this linkage is subject to your settings and authorizations on the Dedico Platform and the third party site.

#### **4.3 Google Maps/Earth.**

Parts of the Dedico Platform use Google Maps/Earth services, including the Google Maps API(s). Use of Google Maps/Earth is subject to Google Maps/Earth [Additional Terms of Use](#) and the [Google Privacy Policy](#).

## **5. Your Choices**

### **5.1 Access and Update.**

You may review, update, or delete the information in your Dedico Account by logging into your Dedico Account and reviewing your Dedico settings and profile.

### **5.2 Account Cancellation.**

For information on how to cancel your Dedico Account, visit our [FAQ](#). Note that information that you have shared with others (like Reviews) may continue to be publicly visible on the Dedico Platform in association with your first name, even after your Dedico Account is cancelled.

### **5.3 EU Residents: Review and Update Your Information.**

If you reside in the EU, you may request in writing copies of your personal information held by us. We will provide you with a copy of the personal information held by us as soon as practicable, and in any event not more than 40 days after receiving a valid request in writing. We may request proof of identification to verify your access request.

If your personal information that we hold is inaccurate, let us know and we will update the relevant information. You may also request the erasure of your personal information in accordance with the relevant data protection legislation. We will notify you within 40 days of your valid request about the relevant action taken.

Requests in this section should be addressed to: Dedico Journeys For Learning BV, Data Protection Compliance Officer, Dijkgracht 6, 1019 BS Amsterdam, Netherlands.

### **5.4 EU Residents: Access and Challenge Information Provided to Us By Third Parties.**

You are entitled to see and challenge information third parties provide to us as part of our fraud detection, prevention and risk assessment efforts if all of the following factors apply: (i) we use third parties to carry out automated checks or risk assessments, (ii) we make a decision which has legal consequences for you or which significantly affects you, and (iii) such decision is based solely on such automated checks or risk assessments.

Requests should be addressed to: Dedico Journeys For Learning BV, Data Protection Compliance Officer, Dijkgracht 6, 1019 BS Amsterdam, Netherlands. We may request proof of identification to verify your request.

## **6. Security**

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration. However, the Internet is not a 100% secure environment so we can't guarantee the security of the transmission or storage of your information.

## **7. Changes to This Privacy Policy**

Dedico reserves the right to modify this Privacy Policy at any time in accordance with this provision. If we make changes to this Privacy Policy, we will post the revised Privacy Policy on the Dedico Platform and update the "Last Updated" date at the top of this Privacy Policy. We will also provide you with notice of the modification by email at least thirty (30) days before the date they become effective. If you disagree with the revised Privacy Policy, you may cancel your Account. If you do not cancel your Account before the date the revised Privacy Policy becomes effective, your continued access or use of the Dedico Platform will constitute acceptance of the revised Privacy Policy.

## **8. Contact**

If you have any questions or complaints about this Privacy Policy or Dedico's information handling practices, you may contact us at:

Dedico Journeys For Learning BV, Data Protection Compliance Officer, Dijkgracht 6, 1019 BS Amsterdam, Netherlands.

You may also [email us](#).