

Legal Policies

Effective: March 22, 2020

Important note:

These Legal Policies apply to the assessment products and services listed on this website (Site) for IMEQ's Mental Health Assessment and Personality Assessment products.

These Legal Policies are subject to change from time to time by updated postings, and changes will be effective upon posting of an update.

General policy for reproduction and dissemination of IMEQ test materials

Trade secrets

Copyright/fair use

FERPA (Family Education Rights and Privacy Act)

HIPAA (Health Insurance Portability and Accountability Act) compliance

HIPAA disclosure of test record forms

Second opinions

Ethical issues

Electronic storage of assessments

Posting reproductions or an administration of a test on-line

Variant testing conditions

Audio/videotaping of test administrations

Telepractice test delivery administrations

Litigation

General policy for reproduction and dissemination of IMEQ's test materials

IMEQ asserts that strong measures are necessary to protect the validity of its valuable testing instruments. IMEQ believes that any reproduction of its tests without the prior written permission from IMEQ may constitute copyright infringement and is a violation of the Terms and Conditions of Sale and Use of IMEQ Products. Furthermore, disclosure of the assessments may threaten the ongoing security, reliability, and/or validity of the test and the test's results, and therefore, the value and usefulness of the test.

Trade secrets

Outside of the protection granted by Cypriot copyright law, IMEQ considers its secured tests to be trade secrets. The test questions and answers, manuals and other materials constitute highly confidential, proprietary testing information that IMEQ takes every precaution to protect from disclosure beyond what is absolutely necessary for the purpose of administering a test. Even in the development stage, the assessment materials are treated confidentially by IMEQ employees, agents and consultants.

IMEQ continues to guard the secrecy of its test materials once they become finished products. They are sold only to qualified individuals who are bound by the ethical standards of their profession to protect the integrity of the materials by maintaining the confidentiality of the test materials. IMEQ has Qualification Policies that are strictly enforced and each purchaser of a Qualification Level B or C product is required to fill out a User Acceptance Form that verifies their qualifications. The User Acceptance Form contains a statement signed by the qualified purchaser indicating that the purchaser is so qualified,

that the purchaser will abide by the Terms and Conditions of Sale and Use and that all ethical rules will be observed by the purchaser. Therefore, IMEQ strongly opposes the release of any test materials to non-qualified individuals.

Copyright/fair use

It is the position of IMEQ that any reproduction of its test or other published materials, whether reproduced on paper or electronically (this includes use intake forms, research, video or audio taping administrations, photos, or any image capturing system), constitutes an infringement of the copyright and other proprietary rights in the tests or other published materials. For your reference, the copyright law pertaining to our test materials can be found in Section 107 (Fair Use) of Public Law 94-553, Title 17 – Copyrights. With respect to the matter of copyright protection for IMEQ test materials, House Report 94-1476, (p. 69) states: "(B) There shall be no copying of or from works intended to be 'consumable' in the course of study or of teaching. *These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.*"

In IMEQ's view, reproduction of its test materials without prior written consent **DOES NOT** fall within the "fair use" exception of the copyright law. Section 107 of the copyright law states four factors as being among those that should be considered in determining whether unauthorized copying of copyrighted material is a "fair use." These factors are:

- The nature of the use (e.g. commercial vs non-profit educational use);
- The nature of the copyrighted work (e.g. special consideration such as security issues);
- The amount of the copyrighted work which is used; and
- The effect of the use in a potential market for the copyrighted work.

Although reproductions of test materials might, in very limited cases, fall on the "fair use" side of point 1), most reproductions almost certainly fall on the "non-fair use" side of the other three factors, particularly points 2) and 4). Therefore, please contact Human Resources IMEQ Team at hr@imeq-center.com for any permission request to make reproductions of any of the IMEQ tests or other IMEQ materials.

FERPA (Family Education Rights and Privacy Act)

IMEQ tests are sensitive copyrighted instruments and widely used throughout the world. In order to protect their validity and reliability for further use with the test taker and other students, IMEQ **does not** waive its copyright and trade secret protection to permit copying of test protocols for the student's parent or guardian. Impairment of their security could threaten the validity and reliability of the tests and, therefore, their value as a measurement tool.

HIPAA (Health Insurance Portability and Accountability Act) compliance

IMEQ offers several platforms (together, the System) that collect Personal Health Information (PHI) as it is defined under the Health Insurance Portability and Accountability Act (HIPAA). Pursuant to HIPAA, IMEQ may act as a Business Associate for those Covered Entities. PHI data on the System is protected using physical, security, and administrative - safeguards including encryption during use, in transit and at rest. The PHI data is stored on secure servers located in a secured data center in a database that is encrypted with industry standard high-security encryption. When the data is transmitted, the data is encrypted using industry-standard Secure Socket Layer (SSL) technology. The System uses a secured database that separates and segregates a customer's records so that they cannot be seen by - other customers. This separation and segregation is confirmed through testing and external auditing.

If you are a Covered Entity and require a Business Associates Agreement, the platform you are accessing should have a Business Associates Agreement accessible within the System and available for your use. Please note that the rules regarding disclosure of Test Record Forms are still applicable to the assessments accessed through these platforms.

HIPAA disclosure of test record forms

Many of our customers have inquired regarding IMEQ's position on whether test record forms must be disclosed to patients in order to comply with the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA). The HIPAA Privacy Rule provides that individuals have a qualified right of access to individually identifiable health information maintained by health care providers covered by HIPAA. However, IMEQ test materials are protected by copyright and trade secret law, and the widespread dissemination of test record forms (which may disclose test questions and answers) would violate restrictions on the use of IMEQ's test materials and would cause great harm to IMEQ, the test materials, the clinical community, and to the public at large.

The US Department of Health and Human Services (HHS), which is responsible for HIPAA, provided clarification related to this matter as stated below:

"Any requirement for disclosure of protected health information pursuant to the Privacy Rule is subject to Section 1172(e) of HIPAA, 'protection of trade secrets'. As such, we confirm that it would not be a violation of the Privacy Rule for a covered entity to refrain from providing access to an individual's protected health information, to the extent that doing so would result in a disclosure of trade secrets."

Accordingly, we will continue to advise our customers that IMEQ test materials are trade secrets and their usefulness and value would be compromised if they were generally made available to the public. We have stated this position in correspondence, court cases, news articles and on our website for many years. This position is also consistent with our longstanding practice of ensuring, through our terms and conditions of use, that all purchasers have the appropriate qualifications to administer and interpret the test materials being purchased and that such purchasers agree to maintain the confidentiality of the test materials.

Given the above-quoted support from HHS, IMEQ reiterates that customers may not disseminate copies of test record forms or protocols to persons who erroneously claim that they are entitled to copies under HIPAA. As the HHS has now confirmed, HIPAA does not require any person to disclose any trade secret materials, and all restrictions on the dissemination of test record forms and protocols remain in effect.

Second opinions

IMEQ recognizes that, in some cases, a parent or guardian may wish to consult a second professional regarding a minor's test scores. In these situations, we have no objection to a reproduction of the completed test protocol being provided to another qualified professional for the purpose of review; however, the materials should pass directly from professional to professional and not through the hands of a parent, guardian or their attorney.

Ethical issues

The original dissemination of IMEQ test materials are carefully restricted to individuals with a professional background in psychology, and only individuals with appropriate training in psychological assessment should interpret the tests. Under the *Standards for Educational and Psychological Testing*, published by the American Educational Research Association (AERA), American Psychological Association, and the National Council on Measurement in Education (NCME), psychologists have an ethical duty to protect the integrity of secure tests by maintaining the confidentiality of the test materials and scores by releasing such test materials and scores only to professionals who have the same ethical duty.

The confidentiality of test questions, responses, and scores are paramount to maintaining the integrity, reliability, and validity of the tests. Unlike many other types of tests, our Qualification B and C level tests do not consist of a large collection of test items that are rotated. Rather, these tests have one expensive and highly researched version and should remain intact for 10 to 15 years. Millions of dollars have been spent on the research and "norming" (compiling of statistical data regarding results) of the tests. Any leakage of test items will severely compromise the value and usefulness of the tests.

Electronic storage of assessments

The question of electronic storage is a complicated one. The assessment materials being considered for electronic storage are copyright protected (and in some cases trade secret protected). Copying is not permitted without permission from the publisher. However, we understand that electronic storage is often replacing physical storage for record-keeping purposes. Recognizing that reality, please note that our concern is not so much the storage format, as access and disclosure to our assessments that is a problem.

First, please note our Terms and Conditions of Sale and Use require purchasers of our assessment instruments to protect the security of the instruments they purchase.

Second, we have also developed the following guidelines to assist you with maintaining the security of the assessment instrument and to address the need to store the information electronically. When IMEQ grants permission to make electronic file copies of the tests it publishes, we require those who would do electronic storage to comply with the following guidelines. If you are unable to comply with these guidelines, we cannot grant permission to make copies of our assessment materials.

Permission to make electronic file copies of the tests is predicated on the following conditions:

1. Ensure that the test items not be included whenever possible;
2. That the tests are kept separate from other file material so that they are not inadvertently disclosed in response to a general HIPAA request. Of course, there are situations that require disclosure of test material, but these are rare and are addressed with legal protective orders; and
3. That the file containing the tests be password protected and secure from unqualified (per the IMEQ qualification policy) users.

When permission to scan has been received and the three safeguards above are in place, electronic storage can work fine for psychological tests. The responsibility for test security remains with the qualified purchaser.

Posting reproductions or an administration of a test on-line

Agreement to IMEQ Terms and Conditions of Sale and Use of IMEQ Products are part of the purchase process for any of its assessments. For a variety of reasons, it is critical that all our customers adhere to ethical and professional policies for the appropriate protection of secure assessment content. In contrast to the past where videotapes of assessments were relegated to the media lab at the graduate program, technology now makes it very easy for anyone to record themselves administering an assessment and post that recording to a mass media site. While recording an assessment administration remains an important part of the teaching and supervision process, students should be reminded that:

- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (e.g., filming an administration) in any manner, electronically or otherwise, including posting on any mass media site, such as YouTube or any other similar site, without the prior written permission of IMEQ.

This means that posting a video on a mass media site, such as YouTube or any other site, of an administration of a secure, copyrighted assessment should never occur without the prior written consent of IMEQ. When a video of this nature becomes public on any forum, it is considered an unauthorized reproduction or performance of the copyrighted material (whether the materials are viewable or not). In addition to the legal concern, all clinicians should be aware that the availability of secure test content to unqualified users is damaging to the test's reliability and validity.

Variant testing conditions

Audio/video recording of test administration

It is IMEQ's opinion that audio or video recording or other non-standard conditions may invalidate the use of norm-referenced scores. As you may know, norms for standardized tests are developed under strict conditions. If such conditions are not met, the scaled scores obtained by application of the test norms may not be statistically defensible. Although it is the position of IMEQ that the validity of any scaled score that results from a non-standard administration should be interpreted with caution, it is the responsibility of the individual psychologist administering the test to determine if the results of the assessment are an accurate reflection of the examinee's abilities. In rare high stakes legal evaluations with a valid court order mandating the audio or video recording of an evaluation for review only by other qualified examiners, the examiner and reviewers have the responsibility to determine if this variant testing condition has or had a material impact on the examinee's test performance considering issues such as distractions, rapport, and effort. We request that any such recordings should be made the subject of a protective order to ensure the security of the test items and content. Please refer to the section herein titled **Litigation** which describes what should be included in a protective order. Additionally, recordings should not be allowed in any setting where the security of the recording cannot be adequately protected. Additionally, an audio or video recording of an administration where any test materials are recorded is a reproduction under federal copyright law. If done without our written permission, such acts may be an infringement of the assessment's copyright.

Telepractice test delivery administration

Telepractice is the use of telecommunications technology for the delivery of professional services at a distance. There is initial, but not conclusive evidence supporting test validity when administering the test via a telepractice method for a selective group of assessments. Norms for standardized tests are developed under strict testing conditions. If such conditions are not met, the scaled scores obtained by application of the test norms may not result in statistically accurate scores. Although it is the position of IMEQ that the validity of any scaled score obtained as a result from a non-standard administration should be interpreted with caution, it is the responsibility of the individual administering the test to ensure that the results of the assessment are an accurate reflection of the examinee's abilities. Please refer to the specific product pages for further information related to telepractice test administration. Delivering our assessments via a teleconference or other similar method is a reproduction of our assessments under federal copyright law that requires the written permission from the copyright owner. If done without our written permission, such acts may be an infringement of the assessment's copyright.

Litigation

IMEQ understands that from time to time you may receive demands from third parties to reproduce, produce or disclose copyright-protected and/or trade secret protected psychological test materials in connection with litigation. If such demands were to be fully complied with, the material disclosed might include test booklets, answer sheets, record forms, manuals, user's guides, scoring software, computer-generated output reports, or other published and unpublished material protected by IMEQ under intellectual property law.

IMEQ does not wish to impede the progress of legal proceedings; however, we are equally unwilling to jeopardize the security and integrity of our test instruments by consenting to the release of copyrighted and confidential material to those not professionally qualified to obtain them. Should litigation in which a psychologist is involved reach the stage where a court considers ordering the release of proprietary test materials to non-professionals such as counsel, we request that the court issue a protective order prohibiting parties from making copies of the materials; requiring that the materials be returned to the professional at the conclusion of the proceeding; and requiring that the materials not be publicly available as part of the record of the case, whether this is done by sealing part of the record or by not including the materials in the record at all.

In addition, testimony regarding the items, particularly that which makes clear the content of the items, should be sealed and again not be included in the record. Pleadings and other documents filed by the parties should not, unless absolutely necessary, make specific reference to the content of or responses to any item, and any portion of any document that does should be sealed. Finally, we ask that the judge's opinion, including both findings of fact and conclusions of law, not include descriptions or quotations of the items or responses. We think this is the minimum requirement to protect our copyright and other proprietary rights to the test, as well as the security and integrity of the test.

To the extent that you have not already done so, you may wish to consult with your local psychological association as well as the American Psychological Association on this

particular issue. The Committee on Legal Issues for the American Psychological Association may have some additional thoughts on how to deal with this matter.

We very much appreciate your sensitivity to the issues surrounding appropriate use of and access to psychological testing materials. If you have other questions, please contact IMEQ Counseling at probotis@imeq-center.com

Terms and conditions of sale and use of IMEQ products

1. Acceptance Of Ts & Cs^a

Sales of IMEQ Products^b and Other Publisher's Products^c (together referred to as "Products") by IMEQ Mental Health Assessment group and the purchase and use of Products by Customer^e are conditioned upon acceptance of these Ts & Cs. Customer agrees to these Ts & Cs by paying part or all of a IMEQ CENTER's Invoice. These Ts & Cs constitute the entire agreement between IMEQ CENTER and Customer and supersede any purchase order terms associated with a Purchase Order (PO) number on any order. If any provision of the Ts & Cs is found to be illegal or unenforceable, the remaining provisions will be enforced. These Ts & Cs may not be waived or modified except by prior written agreement signed by a IMEQ CENTER Vice President. Cyprus law will govern these Ts & Cs. Issues involving copyright and patent will be resolved under European Federal Law.

2. Warranty

IMEQ warrants that the IMEQ Products published directly or under license by IMEQ in their standard form will not infringe any valid, third-party, U. S. patents or copyrights existing at the time of publication. This warranty does not extend to any Other Publisher's Product or to any infringement arising from the use of the IMEQ Products in combination with any systems, software, or equipment supplied by a third party. If Customer promptly notifies IMEQ of an infringement claim concerning an IMEQ Product and accords IMEQ the right, at its sole option and expense, to handle the defence of the infringement claim, IMEQ will indemnify and hold Customer harmless from/against such infringement claim related solely to that IMEQ Product. IMEQ may, in its sole discretion, furnish Customer with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed IMEQ Product. Except as stated herein, IMEQ makes no other warranties, express or implied, with respect to the products. All other warranties, including implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

3. Risk of loss and returns

IMEQ provides product credit on qualifying returns for:

Assessment which has not begun a single test. If OCEAN package has been started, then no refund will be accepted.

4. Limitation of liability and limitation on claims

In no event will IMEQ be liable for any indirect, incidental, consequential, exemplary, or special damages arising out of these t's & c's, purchase, or use of IMEQ products or services.

notwithstanding any other provision or agreement between customer and IMEQ, IMEQ's total liability to any party, arising out of these t's & c's, purchase, or use of products, except as it relates to IMEQ's wilful misconduct, will not exceed the amount paid by customer for the products or services.

5. Copyright and trade secrets

IMEQ Products are protected by various intellectual property laws, including trade secrets, copyright, and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these Ts & Cs. IMEQ software outputs, including but not limited to reports, are protected as trade secrets. Trade secrets are exempt from disclosure in response to requests made pursuant to HIPAA or to any other data disclosure law that exempts disclosure of information or documents protected as trade secrets.

Customer acknowledges and agrees that the use or disclosure of IMEQ trade secrets or confidential information may cause IMEQ irreparable harm for which remedies other than injunctive relief may be inadequate. If Customer is required to disclose secure test materials pursuant to a subpoena or court order, please refer to IMEQ's Legal Policies.

6. Test security

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test
- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (for example, filming an administration) in any manner, electronically or otherwise, including posting on any mass media or social media site, without the prior written permission of IMEQ
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use
- Test materials and scores may be released only to persons qualified to interpret and use them properly
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college, or institution that administered the test
- Test materials must not be resold, re-licensed, transferred, or otherwise redistributed for any purpose without prior written permission from IMEQ

7. Indemnification

To the extent permitted by law, Customer agrees to hold harmless, indemnify, and defend IMEQ from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by IMEQ directly or indirectly by reason of any act or omission that the Customer commits in breach of these Ts & Cs and the obligations and warranties contained therein.

8. Requests for permission to license IMEQ intellectual property

Requests to reproduce, translate, modify, or adapt any IMEQ Product must be submitted in writing and directed to: Human Resources at admin@imeq-center.com

IMEQ will invoice institutional Customers if orders are received on official purchase orders with tax exempt certificate on file at IMEQ (if applicable). All invoices are payable net 30 days. Payment must accompany other orders. IMEQ accepts payment by check or money transfer. Credit cards are not accepted. Prepayment is required for all new accounts. Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. Customer is responsible for any reasonable attorney or collection fees incurred by IMEQ in collecting charges not paid when due. Payment must be made in US dollars. Customer is responsible for all taxes and tariffs related to intercountry shipments. IMEQ will collect and report state and local taxes applicable to the Customer's shipping address.

9. Orders on hold

Please note that IMEQ may place your order on hold for issues relating to credit, insufficient customer information for processing the order, lack of or incomplete qualifications or other issues that would restrict the sale of an assessment. Our team is dedicated to clearing these issues as fast as possible so that you can receive your order.

10. Modifications of terms and conditions

IMEQ reserves the right to amend pricing and these Ts & Cs at any time without prior written notice. IMEQ, without any penalty or liability, reserves the right to (a) publish or replace current products with new, revised, or updated products at any time; and (b) place any product "out of print" or discontinue offering the product for purchase. The most current Ts & Cs will be posted at IMEQ's Website.^f

11. Qualifications

Customer agrees that it is Customer's responsibility to use any Products in accordance with IMEQ's Qualification Policies and applicable professional guidelines. Customer understands and agrees that the Products are intended to be used as tools in the overall assessment process, are not to be used for self-guidance, and are not designed to be used alone or to replace Customer's professional judgment. IMEQ is not responsible for any claims or damages incurred in connection with Customer's or any third party's use or misuse of the

Products. Customer agrees to guard against the improper use of the Products in order to retain the right to purchase those Products.

To protect their security and value, Products may not be resold, re-licensed, transferred or otherwise further distributed without prior written permission from IMEQ. Reselling on any online site or by any other method is strictly prohibited and will disqualify Customer from future purchases of IMEQ's Products or services. Customer's purchase of IMEQ's Products does not grant Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as non-IMEQ scoring system or software. However, if Customer licenses and uses IMEQ software, Customer may excerpt portions of output reports, limited to the minimum text necessary to accurately describe the qualified User's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with Customer's profession's citation standards, if any. No adaptations, translations, modifications, or special versions may be made without prior permission in writing from IMEQ (see Section 10). Violation of these Ts & Cs may result in the revocation of a Customer's right to purchase as a qualified Customer.

12. Organizational accounts

IMEQ website and business systems include both individual and organizational level accounts. Users may purchase on behalf of themselves as an individual or be connected to one or several organizations. Being linked to an organization account and making purchases on the organization's behalf requires that a user either work for or at the behest of that organization and has prior authorization from the organization. If a user finds that they were added to an incorrect account they must contact customer support to request being removed from that account.

By being part of an organizational account, qualified users agree to allow others within that organization to purchase on their behalf. Purchases made within an organizational account may be viewed by organizational administrators. Administrators may also view any users (including their name, email address, and qualification level) that are connected to their organization's account.

If a user does not agree to these terms they must request to be removed from an organizational account by contacting Customer Support.

13. Definitions and notes

^a "Ts & Cs" means IMEQ Terms and Conditions of Sale and Use and the Qualifications and return policies referenced in these Ts & Cs. A printed copy of the Ts & Cs, including the referenced policies, is available by calling +2109658285. These terms may be emailed by request.

^b "IMEQ Product(s)" means assessment instruments and/or materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by IMEQ.

^c "Other Publisher's Products" means assessment instrument(s) and/or material(s) (including but not limited to software, administration and user reference materials, manipulatives, reports, and services not published by IMEQ.

^d "IMEQ" means the Clinical Assessment business unit of Innovative Maritime Emotional Intelligence Center

^e "Customer" means the purchaser and qualified User of a Product.

^f "Website" means www.imeq-center.com.com, www.imeq-magazine.com.

^g "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), IMEQ software license (if applicable) and all federal, state, and local laws and regulations, including, but not limited to HIPAA and FERPA. Use of psychological tests in employment-related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

IMEQ PERSONAL DATA PROTECTION POLICY

- **Purpose & Scope of the Data Protection Policy**
- **Data controller & Data processor**
- **Principles of processing personal data and Rights of the data subject**
- **Categories of personal data and legal grounds**
- **Customer data**
- **Employee data**
- **Data processor**
- **Transmission of personal data**
- **Key requirements and controls**
- **Data breach management**

Purpose & Scope of the Data Protection Policy

The purpose of this data protection policy is to demonstrate and define IMEQ's commitment to deliver services in compliance with the General Data Protection Regulation (EU) (hereafter GDPR) 2016/679 and its accountability to clients and data subjects in general.

This commitment starts from the top management and is disseminated throughout IMEQ.

This Data Protection Policy is applicable to all of our processes as data controller and data processor alike. The Data Protection Policy is supported by a more detailed management system once finalized.

Data controller & Data processor

IMEQ acts as either a data controller or/and as a data processor in relation to all personal information related to own employees and shareholders, seafarers taking the tests, clients and subcontractors. Personal Data are stored for a fixed period after which are deleted depending on the data subject category.

Our main activity is to assess the mental health of the seafarers (data subjects) based on scientifically proven tests, which are copyrighted. All personal data are protected.

Principles of processing personal data and Rights of the data subject

IMEQ abides to the GDPR's general principles to all personal data processing such as:

Personal data shall be

- a) Processed lawfully, fairly and in a transparent manner in relation to the data subject*
- b) Accurate, and where necessary, kept up to date*
- c) Kept in a form that permits identification of data subjects for no longer than is necessary for the purposes*
- d) Processed in a manner that ensures appropriate security of the personal data*

Personal data processing shall be operated in compliance to the rights and freedoms of natural person as expressed in articles 12 to 23 (chapter III: rights of the data subjects) of Regulation (EU) 2016/679 in particular the rights related to

- *Information and access to personal data;*
- *Right of access by the data subject;*
- *Right to rectification;*
- *Right to erasure;*
- *Right to data portability;*
- *Right to object.*

Categories of personal data and legal grounds

As data controller, IMEQ is aware that personal data can only be processed when

there is a legal ground. For clarifying different processing activities, IMEQ maintains relevant records of processing activities including legal grounds. The personal data collected are data related to CV details and to the evaluation of mental health of the data subject.

Customer data

IMEQ collects and processes personal data in order to provide and manage services requested by clients. Additionally, IMEQ will process personal data in relation to effectively communicate and respond to running events, trainings and promotions. Customer and subcontractor data is collected and processed for specific purposes based on:

- **Consent:** the Data Subject has given explicit consent
- **Contract:** processing is necessary for the performance of a contract to which the Data Subject is party. Seafarers have consented that their personal data are to be processed, the results of which will be communicated only to the client-ship management client.

- Legal obligation: processing is necessary for compliance with a legal obligation to which the controller is subject.
- Legitimate interests: processing is necessary for the purposes of the legitimate interests except where such interests are overridden by the interests for fundamental rights and freedoms of the Data Subject, which require protection of the Data Subject.

Employee data

Employee data is processed during all phases (pre-recruitment, recruitment, post recruitment if applicable).

Data processor

Personal data is processed on behalf of external data controllers when there is a data processing agreement (DPA) in place and IMEQ has received clear instructions as to the purpose and means of the processing.

Transmission of personal data

Personal data are transmitted to parties if there is a DPA (Data Protection Agreement) in place.

Key requirements and Controls

IMEQ has in place a training program for GDPR awareness throughout the organization. Controls are in place to monitor implementation and identify breaches. A DPO has been appointed with the appropriate knowledge and skill to monitor the processing activities and report to top management and the Authority.

Where processing is carried out on behalf of IMEQ controls will be in place to minimize the possibility of data breaches.

Where processing is carried out on behalf of IMEQ (e.g. hosting, cloud services etc.), the processor must always follow the principles of this personal data protection policy and provide assurances for implementing the appropriate technical and organizational measures in order to meet the GDPR requirements and assure the rights and protection of the data subjects.

As data controller, IMEQ is obliged to ensure that any processor of personal data will be governed by a contract – a Data Processing Agreement (DPA).

Data breach management

Data breaches (or near misses of data breaches) shall be treated in accordance with GDPR articles

- 33 Notification of a personal data breach to the supervisory authority,
- 34 Communication of a personal data breach to the data subject and with
- Applicable internal guidelines.

This Policy is available and communicated throughout IMEQ

Alexandra Kaloulis

Managing Director of IMEQ 04/1/2019