Deze algemene voorwaarden zijn auteursrechtelijk beschermd en mogen niet - geheel of gedeeltelijk - door derden zonder voorafgaande schriftelijke toestemming van JOHAN Sports B.V. worden verveelvoudigd of openbaar gemaakt op welke wijze dan ook.
Privacy Statement JOHAN Sports
How to deal with privacy rights when using JOHAN

JOHAN Sport B.V. (hereinafter: JOHAN Sports) processes personal, privacy sensitive, data. JOHAN Sports wishes to inform you clearly and transparent about the aforementioned. In this Privacy Statement, JOHAN Sports informs you about and answers the most important questions regarding the processing of personal, privacy sensitive, data by JOHAN Sports.

1. What personal, privacy sensitive, data is used by JOHAN?

JOHAN Sports provides analysts, trainers and athletes of her contracted clients with relevant sports related insights by measuring and processing data of their teams. The processed data is available to users of the JOHAN Online Platform. In order to make access to the processed data in the JOHAN Online Platform available to users, the following types of personal, privacy sensitive, data can be distinguished:

• **Sensor data**: data collected from athletes by using measurement tools, for example the JOHAN motion tracking system and heart rate monitors;
• **Personal information**: data to identify user and/or athlete, like name, address and email;
• **Processed data**: data after applying filter and/or algorithms to sensor data and/or personal information;
• **Athlete data**: the sensor data, personal information and processed data as mentioned above together;
• **User data**: data required in order to access the JOHAN Online Platform i.e. personal information of the user.

2. Which people/parties are involved when JOHAN is used?

Four different parties are involved when JOHAN is used: JOHAN Sports, the client, users and athletes.

• **JOHAN Sports** deals with privacy rights of clients, users and athletes while processing personal, privacy sensitive, data of these clients, users and athletes. JOHAN Sports processes this data in accordance with her registration at the Authority of Personal Data (‘Autoriteit Persoonsgegevens’).
• The **Client** is the person or party who uses the products and services of JOHAN Sports, e.g. clubs, organizations, institutes, independent trainers or researchers.
• **Users** are selected by the client: they are the people who are able to inspect and/or analyze the personal, privacy sensitive, data through the JOHAN Online Platform. Three types of users of the JOHAN Online Platform can be distinguished, namely analysts, trainers or athletes:
  o Analysts can organize and view data of all athletes in the team;
  o Trainers can view data of all athletes in the team;
  o Athletes can only view their own data and team specific data.
• **Athletes** are the people of which personal, privacy sensitive, data is gathered and analyzed. An athlete can, but doesn’t have to, be a user of the JOHAN Online Platform.
3. Who is responsible for the processing of personal, privacy sensitive, data?

All parties which deal with personal, privacy sensitive, data (hyperlink to question above) have responsibilities:

- **JOHAN Sports**: is responsible for the processing of the personal, privacy sensitive, data from clients, users and athletes and provides a secure online platform (the JOHAN Online Platform) to make this data available for inspection and/or analyses by the users of the JOHAN Online Platform. JOHAN Sports is also responsible for proper use of anonymized athletes data for internal research and product development. JOHAN Sports processes this data in accordance with her registration at the Authority of Personal Data (Autoriteit Persoonsgegevens).

- **Client**: is responsible for the processing of the personal, privacy sensitive data in the JOHAN Online Platform by specific users, in general the analysts. Clients are responsible for the use of the JOHAN Online Platform or the data. It is the clients responsibility to inform the users which he has assigned how they may use the JOHAN Online Platform or the data, namely to be able to inspect and/or analyze team and individual (per athlete) physical load and performance, physical capacity and tactical performance.

- **Users**: fall under the responsibility of the client and therefore may only process (analysts) and use the personal, privacy sensitive, data to be able to inspect and/or analyze team and individual (per athlete) physical load and performance, physical capacity and tactical performance.

- **Athletes**: in case the athlete is also a user, the aforementioned responsibilities of users apply. In any other case, the athlete has no responsibility.

4. Who has which right with respect to personal, privacy sensitive, data and for what reason does JOHAN Sports process this data?

In the Netherlands, all rights with respect to personal, privacy sensitive, data, like athlete data, are described by the ‘Personal Data Protection Act’ (Wet bescherming persoonsgegevens (Wbp)). This Act states that each person whose personal, privacy sensitive, data is processed with one’s unambiguous consent has the right to know in what way his or her data is used. They also have the right to ask permission to inspect their personal, privacy sensitive, data and ask to correct their personal, privacy sensitive, data if this data is in their opinion incorrect or incomplete or if they think this data should not be processed according to the specific purposes of the processing of the data or the processing of the data is in any other way contrary to any legal regulation. Furthermore, each person whose data is processed has the right to be forgotten.

- **JOHAN Sports**: with unambiguous consent of the athlete, JOHAN Sports processes athlete data in order that her clients and its users are able to inspect and/or analyze team and individual (per athlete) physical load and performance, physical capacity and tactical performance using this data. Next to that, the goal of JOHAN Sports is to continuously develop new insights and new features for her clients. Therefore, JOHAN Sports processes the personal, privacy sensitive, data of the athlete in an anonymized manner for internal research and product development. The personal, privacy sensitive, data are kept in a careful manner by JOHAN Sports and will not be kept longer than necessary for the specific purposes for which the data is processed. If JOHAN Sports wants to use the personal, privacy sensitive, data for another purpose than for which the data is initially is collected, this will only be possible if and when there is a close connection between both purposes.

- **Client**: according to Dutch law organizations may only use personal, privacy sensitive, data with one’s unambiguous consent to serve a specific purpose of that organization. Clients and their selected users have the right to use the JOHAN Online Platform to be able to inspect team and individual physical (per athlete) load and performance, physical capacity and tactical performance. They never have
access to team and individual (per athlete) physical load and performance, physical capacity and tactical performance in the JOHAN Online Platform which is linked to another license provided by JOHAN Sports;

- **Users of the JOHAN Online Platform**: for the users of the JOHAN Online Platform the same applies as mentioned above for clients. To further prevent misuse and protect the processing of the personal, privacy sensitive, data, every user type has different authorization rights in the JOHAN Online Platform ([app.johan-sports.com](http://app.johan-sports.com));

- **Athletes**: every athlete will give one's unambiguous consent to JOHAN Sports to use one's personal, privacy sensitive, data for the specific agreed purposes. Every athlete has the right to know in what way his or her data is used. They also have the right to ask permission to inspect their personal, privacy sensitive, data and ask to correct their personal, privacy sensitive, data if this data is in their opinion incorrect or incomplete or if they think this data should not be processed according to the specific purposes of the processing of the data or the processing of the data is in any other way contrary to any legal regulation. Furthermore, each person whose data is processed has the right to be forgotten;

- **Underage athletes**: for the underage athletes the same applies as mentioned above for (adult) athletes, however if the underage athlete is under 16 years old, permission of their parent(s) or guardian(s) is required for processing the personal, privacy sensitive, data of this underage athlete. The underage athlete under 16 is allowed to give the unambiguous consent for processing one's personal, privacy sensitive, data to JOHAN Sports on behalf of one's parent(s) or guardian(s), obviously only if the parent(s) or guardian(s) has given its unambiguous consent to this underage athlete.

### 5. What contracts and/or permissions are used by JOHAN Sports to cover privacy issues?

Privacy rights and duties can be quite complex. Therefore, JOHAN Sports makes great effort to inform all related parties and persons about their rights and duties. For this JOHAN Sports has several contracts, a Terms of Use and this Privacy Statement.

- **JOHAN Sports**: JOHAN Sports has a contract with each individual client. In this contract the Terms of Use ('Algemene Voorwaarden') are declared to apply to the contract between JOHAN Sports and the client. In these Terms of Use is set out the specific purposes for which JOHAN Sports processes the personal, privacy sensitive, data, namely that clients and their users will only be able to use the JOHAN Online Platform (and the (personal) data in this platform) for the purpose to be able to inspect team and individual (per athlete) physical load and performance, physical capacity and tactical performance. JOHAN Sports may also process the anonymized athletes data for internal research and product development. Next to this, every user needs to accept these Terms of Use when they first log into the JOHAN Online Platform. These Terms of Use contain conditions to use this Platform in a careful matter. If athletes accept these Terms of Use of JOHAN Sport they also give to JOHAN Sports one’s unambiguous consent to process one’s personal, privacy sensitive, data for the aforementioned purposes. When the athlete doesn’t use the JOHAN Online Platform, JOHAN Sports shall request to receive the aforementioned unambiguous consent by the athlete in writing. JOHAN Sports processes this data in accordance with her registration at the Authority of Personal Data ('Autoriteit Persoonsgegevens');

- **Client**: the client signs a contract with JOHAN Sports, to which contract the Terms of Use are declared to apply (hyperlink). Because some clients want to ensure that they will be able to use the athletes data (personal, privacy sensitive, data) at any time, they could make an additional contract (or article in the contract between the client and the athlete) which prevents athletes to use their right to be forgotten (hyperlink). JOHAN Sports accentuates that she has the duty by law to delete the personal, privacy sensitive, data of an athlete when this athlete has requested this to JOHAN Sports. The aforementioned contract between client and athlete therefore is purely an agreement between this client and this athlete;
• **Users:** every user has to accept the Terms of Use when using the JOHAN Online Platform for the first time. These Terms of Use contain conditions to use this Platform in a careful matter. If a user is an athlete, this athlete will give to JOHAN Sports one’s unambiguous consent to process one’s personal, privacy sensitive, data for the aforementioned purposes by accepting these Terms of Use of JOHAN Sport.

• **Athletes:** if an athlete is also a user of the JOHAN Online Platform, this athlete will accept the Terms of Use when using the JOHAN Online Platform for the first time. These Terms of Use contain conditions to use this Platform in a careful matter. The athlete will also give to JOHAN Sports one’s unambiguous consent to process one’s personal, privacy sensitive, data for the aforementioned purposes by accepting these Terms of Use of JOHAN Sport. If an athlete is not a user of the JOHAN Online Platform, JOHAN Sports shall request to receive the aforementioned unambiguous consent by the athlete in writing.

• **Underage athletes:** for the underage athletes the same applies as mentioned above for (adult) athletes, however if the underage athlete is under 16 years old, permission of their parent(s) or guardian(s) is required for processing the personal, privacy sensitive, data of this underage athlete. The underage athlete under 16 is allowed to give the unambiguous consent for processing one’s personal, privacy sensitive, data to JOHAN Sports on behalf of one’s parent(s) or guardian(s), obviously only if the parent(s) or guardian(s) has given its unambiguous consent to this underage athlete.

6. **Who do I contact when I have questions or remarks about privacy rights?**

If you have carefully read the information on this page about privacy rights when using JOHAN and still have questions or remarks about the processing of personal, privacy sensitive, data by JOHAN Sports, please contact JOHAN Sports:

Kapteynstraat 1  
2201 BB NOORDWIJK  
Phone number: +31 (6) 47 191 800  
E-mail: info@johan-sports.com

JOHAN Sports will be glad to help you with any questions or issues.

NB: this Privacy Statement can be modified by JOHAN Sports from time to time. You will find the current version of our Privacy Statement on our website.