RGSL PRIVACY POLICY

This Privacy Policy seeks to provide information to natural persons-data subjects about the objective and scope of processing of personal data, as well as the protection of data and their processing deadline during the collection and processing of personal data of data subjects.

Data Controller and Contact Details

1. Rīgas Juridiskā augstskola LLC (hereinafter, the RGSL), Single Registration No 40003386183, registered address: 4 Strēlnieku Street, bld. 2, Riga, LV-1010, acts as a personal data controller.
2. Any queries about the processing of personal data should be sent to office@rgsl.edu.lv. Questions about the processing of personal data can be asked by sending an e-mail to this address or in person at the RGSL. Requests with regards to the enforcement of one's rights can be lodged under Paragraph 24 of this document.

Scope of Applicability

3. Personal data is any information about an identified or an identifiable natural person. Definitions, explanations and information about types of data are included in the "Data Categories" annex.
4. The Privacy Policy ensures privacy and the protection of personal data of:
    - Natural persons — students (including potential, former and current students), as well as of third parties that receive or transfer any information to the RGSL (including about contact persons, payers, etc.) in relation to the provision of services to natural persons (students);
    - RGSL visitors (lecture-rooms, offices and other premises), including those visitors, who are subject to video-surveillance;
    - Visitors of websites maintained by the RGSL
    (hereinafter all of the above referred to as Customers).
5. The RGSL shall protect Customer privacy and their personal data, and shall respect Customers' right to legitimate processing of their personal data pursuant to the applicable law — the Personal Data Protection Law and Regulation (EU) 2016/679 of the European Parliament and of the Council 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, as well as other applicable privacy and data processing rules and regulations.
6. The Privacy Policy shall apply to the processing of data irrespective of how and/or in which environment the Customer has provided his/her personal data (RGSL homepage, self-service portal, on paper or by phone), or in which systems (or on paper) they are processed.
7. Specific types, environments and purposes of data processing (for example, processing of Cookies, etc.) may be subject to additional requirements that will be notified to the Customer, when he/she provides the respective data to the RGSL.

Processing of Personal Data — Purpose

8. RGSL processes personal data for the following purposes:
    8.1. Education services:
        - Identification of Customers;
        - Drafting and execution of agreements;
        - Smooth running of the study process;
        - Development of new study directions;
        - Marketing and promotion of education services; commercial purposes;

- Customer service;
- Review and processing of complaints;
- Payment management;
- Debt recovery;
- Maintenance and improvement of homepages.

8.2. Planning and analytics:
- Statistical and operational analysis;
- Planning and accounting;
- Efficiency monitoring;
- Ensuring data quality;
- Market and public opinion research;
- Reporting;
- Customer surveys;
- Risk management.

8.3. Provision of information to governmental bodies and subjects of operative activities in cases and to the extent laid down by applicable external rules and regulations.

8.4. Other specific purposes that will be notified to the Customer, when he/she provides the respective data to the RGSL.

Processing of Personal Data — Legal Grounds

9. The RGSL shall process personal data of Customers only on the basis of the following legal grounds:

9.1. Execution and performance of contracts — to enter into an agreement at the request of a Customer and to ensure its performance;

9.2. Compliance with applicable law — to ensure compliance with obligations laid down by applicable external rules and regulations;

9.3. Customer's consent;

9.4. Legitimate interests — to protect legitimate (lawful) interests of the RGSL arising from mutual obligations or an executed agreement between the RGSL and a Customer, or the applicable law.

10. The legitimate interests of the RGSL include:

10.1. Engagement in business activity;

10.2. Provision of education services;

10.3. Verification of Customer identity before the execution of an agreement;

10.4. Performance of contractual obligations;

10.5. Storage of Customer applications and requests, as well as notes on them, including applications and requests submitted orally, by phone, on-line and in the self-service environment;

10.6. Performance analysis of RGSL homepages and websites, and development and implementation of their improvements;

10.7. Administration of Customer accounts on RGSL homepages and websites;

10.8. Segmentation of the Customer database for more efficient provision of education services;

10.9. Development and improvement of services;

10.10. Promotion of services by means of commercial communications;

10.11. Other messages about the performance of agreements or other matters of significance thereto, Customer surveys about services and their experiences;

10.12. Prevention of criminal offences;

10.13. Proper corporate management, financial accounting and analytics;

10.14. Efficiency of management processes;

10.15. Improvement of the efficiency of services;

10.16.	High quality services, quality improvement;
10.17.	Management of payments;
10.18.	Management of due payments;
10.19.	Dealings with governmental and operative bodies, and the court to protect its lawful interests;
10.20.	Information to the public about its activities.

Processing of Personal Data

11. The RGSL shall process Customer data by means of advanced technologies considering the current risks to privacy, as well as organisational, financial and technical resources reasonably available to it.

12. The RGSL shall have a right to make automated decisions in relation to the Customer. The Customer shall receive an individual notice about such decisions pursuant to the applicable law. The Customer may object to automated decision-making pursuant to the law, however, in some cases it may limit the exercise of Customer's rights with regards to some options potentially available to him/her (for example, commercial offers).

13. Automated decision-making that results in legal consequences to the Customer (e.g. approval or rejection of Customer's application) may be applied only during the execution or performance of an agreement between the RGSL and the Customer, if the Customer has provided a clear consent thereto.

14. To promptly ensure quality performance of an agreement with the Customer, the RGSL may authorise its cooperation partners to carry out some service related activities. Should the cooperation partners process personal data of Customers at the disposal of the RGSL during the performance of the above services, the cooperation partners shall be considered data processing operators (data processors) of the RGSL; and the latter shall have a right to transfer personal data of Customers to the said cooperation partners to the extent needed for the performance of the above services.

15. RGSL cooperation partners (who act as personal data processors) shall ensure compliance with personal data processing and protection requirements as is required by the RGSL and the applicable law, and shall not use personal data for purposes other than the performance of the agreement with the Customer (on behalf of the RGSL).

Protection of Personal Data

16. The RGSL shall protect Customer data with physical and logical means of protection, relying on advanced technologies and considering current risks to privacy, as well as organisational, financial and technical resources reasonably available to the RGSL, including:

16.1.	The following software security measures:
16.1.1.	Data encryption during data transfer (SSL encryption);
16.1.2.	Firewalls;
16.1.3.	Intrusion detection and protection software;
16.1.4.	Other means of protection depending on the current technological progress.
16.2.	The following physical security measures:
16.2.1.	Protection of technical resources against the risk of physical impact on information systems;
16.2.2.	Storage of paper documents in lockable cabinets;
16.2.3.	Protection of the stored data from fire, flooding, voltage loss or overvoltage in the mains, theft of technical resources, non-compliant humidity and ambient temperature.

Personal data — Categories of Recipients

17. The RGSL shall not disclose personal data of Customers or any information received during the provision of services or term of the agreement to any third parties, including information about any electronic communications, content or other services, unless:
    17.1. The data has to be transferred to the respective third party under a contract to carry out a function needed for the performance of the contract or a function delegated by the law (for example, to a bank to make a payment or to provide IT systems maintenance services);
    17.2. The Customer has given a clear and unambiguous consent;
    17.3. The data has to be provided to individuals laid down in external rules and regulations, should they make a reasonable request, and to the extent and pursuant to the said rules and regulations;
    17.4. The data has to be provided pursuant to external rules and regulations to protect lawful interests of the RGSL, for example, by lodging a claim in a court or other governmental body against a person, who has infringed on the lawful interests of RGSL.

Access to Personal Data – Subjects from Third Countries

18. Pursuant to the law, in some cases developers or service providers (for the purposes of the Regulation — transfer to third countries), who act as data processors (operators), may access personal data of RGSL in third countries (i.e., countries that are not EU or EEA Member States).
19. In these cases the RGSL shall perform all statutory procedures to ensure proper processing of personal data and the level of protection that is commensurate to the level of protection provided for by the Regulation.

Storage of Personal Data

20. The RGSL shall keep and process personal data of Customers insofar as at least one of the below criteria exists:
    20.1. An agreement with a Customer is in force;
    20.2. The RGSL or the Customer may protect its legitimate interests under the external rules and regulations (for example, bring claims or bring/proceed with an action at the court);
    20.3. One of the parties has a legal duty to keep the data;
    20.4. Customer's consent to the respective processing of personal data is valid, if no other legal grounds exist.
21. When the grounds listed in Paragraph 20 expire, personal data of Customer shall be deleted.

Access to Personal Data and Other Rights

22. The Customer shall have a right to receive information laid down by the law in relation to the processing of his/her data.
23. Pursuant to the law, the Customer shall also have a right to ask the RGSL to provide access to his/her personal data, as well as to amend, delete or supplement such data, or to limit the processing of the said data with regards to the Customer, the Customer shall also have a right to object to the processing of data (including processing of personal data carried out on the basis of legitimate (lawful) interests of RGSL), as well as a right to the portability of data. This right can be enforced insofar as the processing of data does not derive from statutory obligations of the RGSL that are discharged for the public benefit.
24. A Customer may submit a request to enforce his/her rights:

24.1. In person in writing to the administration of RGSL by producing an identification document;

24.2. By an e-mail signed with a secure electronic signature.

25. Having received a request from the Customer regarding the enforcement of his/her rights, the RGSL shall verify Customer's identity, review the request and satisfy it pursuant to the law.

26. The RGSL shall send a registered reply to the postal address indicated by the Customer or an e-mail signed with a secure electronic signature, taking into account, as far as possible, Customer's preferred means of communication.

27. The RGSL shall ensure compliance with data processing and protection requirements laid down by the law, and should a Customer raise an objection, the RGSL shall take reasonable action to resolve it. If the RGSL fails to resolve the objection, the Customer shall have a right to approach a supervisory body, namely, the Data State Inspectorate.

Consent to Processing and Right of Withdrawal

28. The Customer may provide his/her consent to the processing of personal data on the basis of consent (for example, publishing of an image, advertisement, etc.) in RGSL application forms, RGSL service portals/apps, RGSL and other websites (for example, subscription forms to receive news), or in person at the RGSL.

29. Please see Annex 1 for the list of data categories that can be processed on the basis of Customer's consent and other legal grounds.

30. The Customer shall have a right to withdraw his/her content at any time by means of the same method as it was given, or in presence at the RGSL. In this case the processing of data on the basis of consent to the respective purpose shall not be continued.

31. Withdrawal of consent shall not affect processing activities that were completed, when the consent was still valid.

32. By withdrawing the consent, it is not possible to terminate the processing of data that is performed on the basis of other legal grounds.

Communication with Customers

33. The RGSL shall communicate with a Customer using the contact details provided by him/her (telephone number, e-mail address, mailing address).

34. The RGSL shall communicate about performance of contractual obligations pursuant to the respective agreement (for example, to agree about the timing of lectures, classes, tests, to provide information about payments or changes in services, etc.).

Commercial Communications

35. The RGSL shall maintain commercial communication regarding RGSL and/or third party services, as well as other communication that is not related to direct provision of contracted services (for example, surveys) pursuant to the external rules and regulations or Customer's consent.

36. The Customer may consent to commercial communication with the RGSL in the self-service portal https://portal.rgsl.edu.lv/, in RGSL application forms, and on the RGSL and other websites (for example, in news subscription forms).

37. Customer's consent to commercial communication shall be valid until its withdrawal (even after the expiry of the services contract). The Customer may withdraw his/her consent to further commercial communication by:

37.1. Duly updating his/her user account on the RGSL portal;

37.2. Sending an e-mail to office@rgsl.edu.lv;

37.3. In person at the RGSL;

37.4. Automatically refusing further messages by clicking on the link at the end of the respective commercial message (e-mail).

37.5. The RGSL shall cease sending commercial messages, as soon as the Customer's request is processed. Processing of the request depends on technological capacity and may take up to three days.

37.6. By providing an opinion during surveys and by leaving his/her contact details (e-mail, telephone), the Customer agrees that the RGSL may contact him/her, relying on the contact details provided in relation to Customer's evaluation.

Use of Homepages and Processing of Cookies

38. RGSL homepages may use Cookies. The terms and conditions that apply to the processing of Cookies are described in the "Cookie Policy".

39. RGSL homepages may contain links to websites of third parties that have their own personal data protection requirements and terms and conditions of use; the RGSL may not be held liable for any such requirements or terms and conditions.

Other Terms and Conditions

40. The RGSL shall have a right to amend the Privacy Policy by placing the most recent version thereof on the RGSL homepage.

41. The RGSL shall keep previous versions of the Privacy Policy, which will also be available on its homepage.

COOKIE POLICY

Cookies on RGSL Websites — Terms and Conditions

1. The terms and conditions of the RGSL Cookie Policy (hereinafter, the document) outlines information about the use of Cookies on RGSL (Rīgas Juridiskā augstskola LLC, Single Registration No. 40003386183, registered address 4 Strēlnieku Street, bld. 2, LV-1010, Riga, e-mail for contacts office@rgsl.edu.lv) websites and homepages: www.rgsl.lv, https://portal.rgsl.edu.lv/, and other RGSL sites (hereinafter, RGSL websites or homepages), and the purpose of such use, as well as about users' right to change or consent to the use of Cookies depending on their needs.

Definition

2. Cookies are small text files that website browsers (like Internet Explorer, Firefox, Safari, etc.) save in a user's end device (computer, mobile phone, and tablet), when the user opens a site, to identify the browser or information or settings kept in the browser. Thus, the website is able to save individual user settings, and recognise and respond to this user later to improve overall user-experience. The user may disable or restrict Cookies; however, without Cookies it is not possible to fully enjoy the functionality of various websites.

3. Depending on their functions and purpose, the RGSL uses Strictly Necessary Cookies, Functionality Cookies, Analytics Cookies and Targeting (Advertising) Cookies.

Strictly Necessary Cookies

4. These Cookies are needed for the user to freely visit and browse websites and enjoy full functionality, including the ability to receive information about services and purchase them. These Cookies identify a device, but do not disclose user's identity; they do not collect or compile information, either. A site cannot function smoothly without these Cookies, for example, provide the information that a user needs or the services that he/she wishes to purchase form an on-line store, or allow to log in a profile or request a service. These Cookies are kept in a user's device until the respective browser is closed.

Functionality Cookies

5. A website uses Functionality Cookies to remember user settings and choices for the site to become more user friendly. These Cookies are permanently kept in the user's device.

Analytics Cookies

6. Analytics Cookies compile information about the use of websites and their most popular sections, including the content that a user opens, when he/she browses a site. This information is used for analytical purposes to determine what the users are interested in to improve the functionality of sites and make them more user-friendly. Analytics Cookies identify a device, but do not disclose user's identity.

7. In some cases Analytics Cookies may be managed by third party data processors (operators), for example, Google Adwords, on behalf of the site owner and according to the objectives indicated by him/her.

Targeting (Advertising) Cookies

8. Targeting (Advertising) Cookies are used to compile information about websites that a user has opened or to offer our services or the services of our cooperation partners that are of interest to a particular user, or to send offers that are tailored to user's interests. These Cookies are usually inserted by third parties like Google Adwords with the consent of the site owner and according to the objectives indicated by him/her. Targeting Cookies are permanently stored in the user's end device.

Cookies at RGSL — Purpose (Objectives)

9. The RGSL uses Cookies to improve user experience on our websites and homepages:
    9.1. Ensure homepage functionality;
    9.2. Adjust homepage functionality to user habits, including language, search requests, viewed content;
    9.3. Gather statistics about user flows in relation to the site — number, time spent viewing the page, etc.
    9.4. Authentication of users.

Storage of Cookies and Transfer of Information

10. Unless specifically indicated otherwise, the Cookies are stored until they have fulfilled their purpose; they are deleted later.
11. Cookie data is not transferred for processing to non-EU or non-EEA states.

Consent to Cookies/Disabling Cookies

12. When RGSL sites or homepages are opened, a window pops up with information about Cookies.
13. By closing the window, the user confirms that he/she has read information about Cookies, their purpose, and cases when their data are transferred to third parties, and consents to them. Thus, Cookies are used on the basis of user consent. If the user enters into an agreement on the site or the homepage, Cookies are needed to perform the agreement or for the RGSL to carry out its statutory duties or safeguard its lawful interests.
14. It is possible to disable or restrict Cookies in the security settings of all browsers. But it should be noted that Strictly Necessary and Functionality Cookies cannot be disabled, as it is not possible to ensure full functionality of websites or homepages without them.

Contact Details

15. If you have any questions about the use of Cookies, please contact the RGSL by e-mail: office@rgsl.edu.lv.

DATA CATEGORIES

No.	Data category	Examples
1.	Personal identification data	Name, surname, identity code/ID, DOB, passport No/ID number
2.	Personal contact details	Address, telephone, e-mail address
3.	Special categories of data (sensitive data)	Type of disability
4.	Information about Customer's contact persons	Name, e-mail address, telephone number of the contact person
5.	Customer data	Contract number, registration date, status
6.	Data from the self-service portal https://portal.rgsl.edu.lv/	User name, activity in the self-service portal https://portal.rgsl.edu.lv/
7.	Customer profiling[i] data	Part of a category, a study programme or a course (Customer consent to data analyses is used for the purposes of profiling)
8.	Information about education services	Agreement number, name of study programme, address of campus, tuition fee, discount from tuition fee, expiry of the discount
9.	Education agreement data	Agreement number, execution/approval date, type, annex number, annex date
10.	Communication data	Incoming/outgoing communications, number, date, registrant, content, channel, delivery status
11.	Payment data	Payment agreement number, decision, payment schedule
12.	Data on settlement of payments	Payment system account number, bank account number, invoice number, date, amount, type of delivery, payment date, amount due, debt recovery information
13.	Complaint data	Complaint number, registration/resolution date, type, description
14.	Customer survey data	Name of survey, mailing date, response date, questions and answers
15.	Activity on RGSL websites	IP address, description of the activity, section of the website, date and time
16.	Photos and images	Photos form customer events, date when the photos were taken
17.	Video data	Video recordings of events, video surveillance at the RGSL, recording date
18.	System access data	Usernames and passwords assigned to Customers
19.	Consent[ii] information	Customer consent, by topic, date, time and source of consent

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[i] Profiling — automated processing of personal data, during which personal information related to a natural person is assessed, in particular to analyse or forecast particulars of performance, economic situation, health, personal wishes or interests, reliability or behaviour, and location or movement as far as such processing results in legal consequences to the natural person or substantially affects him/her in a similar way.

[ii] Consent — clear expression of Customer's will, given freely, allowing to process his/her personal data pursuant to the information provided by the RGSL.