

# WHOPLUSYOU Privacy Policy for the MAGNET Network

**This Privacy Policy** applies to Personal Information and Sensitive Information of individual customers, and Personal Information of the individuals who use Organization Accounts, that we collect through the website magnet.whoplusyou.com and through our service and support interactions and communications with customers (collectively, our “**Services**”).

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## 1. WhoPlusYou and the Magnet Network - Introduction

We recognize that you are entrusting us with a lot of personal and sensitive information. This explains how we collect, use, disclose and protect your information.

In this Privacy Policy, “we” “us” and “our” means WhoPlusYou Inc., the technology platform that powers the Magnet network. The Magnet network is a social initiative of Ryerson University that is committed to advancing careers, businesses and communities. It serves individuals, employers and recruiters, and Magnet Community Partners. The Magnet network and the WhoPlusYou technology platform together provide a targeted opportunity and communications matching system that introduces network participants to jobs, other opportunities and people based on participants’ needs, interests and preferences.

For individual users, the Magnet network and WhoPlusYou platform enable you to connect to jobs, learning and other career related opportunities and information, by letting you easily showcase your skills and experiences to the right employers and organizations privately and quickly. The Magnet network and WhoPlusYou platform enable employers and recruiters to quickly and accurately identify and connect to the right talent as well as other opportunities and

relevant information, help Magnet Community Partners' Affiliates get better connected to the jobs and opportunities they care about and are qualified for.

## 2. Definitions

“**Affiliate**” or “**Affiliation**” is a relationship status inside our platform between an Individual User, employer or recruiter and a Magnet Community Partner.

- For Individual Users, see section 3 (b) (iii), [Information Sharing with Affiliated Community Partners](#) for details.
- For Organization Accounts, see section 4 (b) (iii), [Information Sharing with Magnet Community Partners](#) for details.

“**Connection**” is a relationship status inside our platform that is established when an employer, recruiter or Magnet Community Partner “connects” to an Individual User. Once connected, the employer, recruiter or Magnet Community Partner can view the individual’s Resume and communicate with the individual through the website.

“**Individual Users**” are individuals with magnet.whoplusyou.com accounts.

“**Landing Pages**” are webpages we provide for Magnet Community Partners where individuals, employers and recruiters can sign up for accounts or sign in to their accounts on our website.

“**Magnet Community Partners**” are organizations, primarily not-for-profit organizations, schools, government and related entities) that have joined the Magnet network and endorsed its objectives.

“**Organization Accounts**” are magnet.whoplusyou.com accounts for organizations (businesses, not-for-profits, schools, government and related entities). This includes employer, recruiter and Magnet Community Partner accounts.

“**Organization Users**” are the individuals who are authorized to use an Organization Account.

“**Personal Information**” is information that identifies an individual, and information that could be combined by us, our partners or service providers with other information to identify an individual.

“**Resume**” means the information contained in the “My Resume” tab in an Individual User’s account.

“**Sensitive Information**” is information that does not personally identify an individual by itself, but which in the context of an Individual User’s account is or may be private and sensitive (for example, an individual’s opportunity preferences, an application to a job posting, Affiliation with a Magnet Community Partner, a diversity self-declaration).

“**You**” means an Individual User or an Organization User or both, as the context indicates.

### **3. Individual Users: Collection, Use and Disclosure of Personal and Sensitive Information**

#### **a) Personal and Sensitive Information That We Collect**

We collect information that you provide to us by entering it into the website or uploading it, or that arises from your activity on the website. Some of this information is used to create your Resume. Examples of information that we collect are:

- your name, email, address, phone and other contact information
- your photo
- information about your career and professional background such as your education, work history, languages, skills, achievements and personal qualities
- documents and media uploaded by you including letters and presentations
- your professional and career interests and preferences
- your self-declaration as a member of a diversity group
- your “Affiliate” status with one or more Magnet Community Partners
- your preferences and settings
- your viewing of communications to you from us and from other users inside your account, such as invitations to apply for job opportunities, invitations to events, learning content sent to you
- details of jobs you are interested in that you have imported from third party job boards or entered by you into the website, and related contacts
- your communications with employers/recruiters and other users of the website, including applications to opportunities
- the Landing Page you used to sign up for your account, and the Landing Pages you have used to sign in to your account

You can change your Resume information and your settings, preferences, self-declarations and Affiliations at any time. However, even after you change information, copies of your previous information may still be available if it has been shared with others as described below and they have copied or stored it. The previous versions of your information will also remain on our backups for a period of time.

Please also see **section 5, All Users**, for other types of information that we collect from both Individual Users and Organization Users and how that information is used and disclosed.

#### **b) How We Use and Disclose Your Personal and Sensitive Information**

##### **i) Matching, Targeted Messages, Applying and Connecting to Opportunities**

We use your Resume information to match you to opportunities, and to notify you and provide information to you about opportunities that might be appropriate for and interesting to you, based on the preferences that you have indicated. These may be job opportunities, events, learning opportunities and other career or professional development opportunities.

When you choose to apply to a job posting through the website and the employer or recruiter chooses to “connect” with you, the employer or recruiter becomes your “**Connection**” and we share your Resume information with the employer or recruiter together with any documents or media that are attached to your Resume or that you include with your

application, such as a cover letter or traditional resume document. When you update your Resume information, the updated information is what is visible to your Connections. Employers and recruiters that are your Connections can share your Resume information with others by means of an “Applicant Queue” containing a link to your Resume and other information about and contained in your application. If you change your Resume information while the link is active, the updated information is what is visible to the recipient.

In all cases where your Resume is visible to a third party from our website, this does not include information that is marked on your Resume on the website as “not shared”, “private”, “not visible to employers” or with similar language. For example, Opportunity Preferences and Affiliations can be kept private or made visible to third parties viewing your Resume, at your discretion.

## **ii) Information That You Choose to Share**

Inside the website, we provide a Communications channel and a Shared Media channel for you to share information, such as chat messages, documents and media, with your Connections. You may choose to un-share documents and media that you shared through the Shared Media channel.

In addition to sharing your Resume by applying to a job posting, you may choose to share your Resume with anyone you choose, by email from the website, using the “Share My Resume” button. This generates a link that the email recipient can use to view your online Resume. If you change your Resume information while the link is active, the updated information is what is visible to the recipient.

## **iii) Information Sharing with Affiliated Community Partners**

We designate you as “**Affiliated**” with a Magnet Community Partner if you signed up for your account, or signed in to your account, through that Partner’s Landing Page, or if when you signed up for your account you chose that Partner as how you heard about Magnet. In your Resume, you can turn off your status as an Affiliate of any Magnet Community Partner at any time by using the controls in the “Affiliations” portion of your Resume. Affiliations can be kept private or made visible to third parties viewing your Resume, at your discretion. The default setting is for Affiliations to be private.

Affiliations are used to target some opportunities and communications.

Some Magnet Community Partners that provide services to individuals related to job readiness and job search (for example, career counselling) have the capability to view Personal Information and Sensitive Information about you if you are one of their Affiliates and if you have expressly consented to your information being shared with them. This express consent is given through a “Consent Required” pop-up on the website. If you consent, the Magnet Community Partner will be able to see your name, email, your Resume, jobs that you have been invited to apply to through the website, and information about which of those jobs you have applied to and whether you became connected to an employer or recruiter as a result. These Magnet Community Partners may require additional steps to verify or confirm you as an Affiliate, and/or may be able to turn off your Affiliate status.

You can withdraw or provide consent to sharing information with a Magnet Community Partner by using the controls in the “Affiliations” portion of your Resume, using the

“Disclose Personal Info” toggle. If you withdraw your consent, your name and information about job invitations, applications and connections that was made available to the Magnet Community Partner during the period your consent was in effect will remain available to the Magnet Community Partner as part of their records. In some instances, withdrawal of consent may result in you ceasing to be an Affiliate of the Magnet Community Partner.

#### **iv) Diversity Self-Declaration**

If you have self-declared as identifying with one or more Diversity Target Groups, we use your self-declaration to match you with opportunities or communications that request applicants or audiences from those Diversity Target Group.

When you receive a job opportunity that requests applicants from one or more Diversity Target Groups, you will be notified that the posting was targeted to individuals who have self-declared as identifying with at least one of the Diversity Target Group(s) specified in the opportunity posting. Where an opportunity *requires* that applicants have such a self-identification, you will be alerted before applying to the opportunity that by applying you will be implicitly identifying yourself as having self-identified with at least one of the required groups. Where an opportunity *requests (without requiring)* that applicants have such a self-identification, you will be asked for your consent to disclose as part of the application that you have self-identified with at least one of the requested groups. In both cases, the specific group or groups that you have self-declared as identifying with will not be made visible to the employer or recruiter posting the opportunity; however, please note that if the employer or recruiter has specified only one Diversity Target Group they will know by implication that you have self-declared as identifying with that group.

Your self-declarations will not be disclosed to employers when you are applying to jobs that are not marked as Diversity Employment Postings. Your self-declarations are not part of your Resume and are stored only in your account information.

#### **v) Information Use and Disclosure for Support, Service and Communications**

We use your contact information to contact you via email, subject to any “unsubscribe” instructions you have provided to us, and we may contact you by phone or ordinary mail. We may share your information with third parties, including Magnet, who provide services to us in our operations, including customer support and communications services. Where we do share Personal Information with third parties for these purposes, they are obliged to treat the information as confidential and use it only in connection with the Services we are providing to you.

Be aware that information that is shared with other users can be copied by them and shared by them with others.

Please also see **section 5, All Users**, for other types of information that we collect from both Individual Users and Organization Users and how that information is used and disclosed.

## **4. Organization Users: Collection, Use and Disclosure of Personal Information**

### **(a) Personal Information We Collect**

We collect information that users provide to us by entering it into the website or uploading it, or that arises from users' activity on the website.

When creating an Organization Account, the individual creating the account on behalf of the organization will provide their own contact information (name, email address) and will become the first "Administrative User" of the account. The Administrative User may add other individuals as users of the account by providing their names and emails, and may transfer Administrative User status to another Organization User.

Organization Users may also choose to provide Personal Information about themselves in communications with Connections through the website, and in documents, media or other information they upload to the website.

### **(b) How We Use and Disclose Your Personal Information**

#### **i) Information Use and Disclosure for Support, Service and Communications**

We use your contact information to contact you via email, subject to any "unsubscribe" instructions you have provided to us, and we may contact you by phone or ordinary mail. We also share your contact information with Magnet. We may share your contact information with third parties who provide services to us in our operations, including customer support, billing and communicating with you. Where we share contact information with third parties for these purposes, they are obliged to treat the information as confidential and use it only in connection with the Services we are providing to you.

#### **ii) Information Sharing with Magnet Community Partners**

We designate an employer or recruiter account as "**Affiliated**" with a Magnet Community Partner if the employer or recruiter signed up for their account, or signed in to their account, through the Magnet Community Partner's Landing Page, or if when they signed up for their account they chose that Partner as how they heard about Magnet. Where an employer or recruiter account is Affiliated with a Magnet Community Partner, we may share contact information of Organization Users for that account with the Magnet Community Partner.

#### **iii) Information That You Choose To Share**

Inside the website, we provide a Communications channel and a Shared Media channel for you to share information, such as chat messages, documents and media, with Connections. You may choose to un-share media that you shared through the Shared Media channel.

## **5. All Users: Collection, Use and Disclosure of Personal Information**

- a) We gather certain information automatically when users visit our website. This information includes user interactions with the website and date / time stamp for each interaction. Some information is gathered via "cookies", which are small text file that are sent to your browser from our website when you visit it, and are stored on the device that you are using when you

visit. We use information collected from users and users' activities on the website to administer and improve our Services, to investigate issues, provide user support, and for billing purposes when applicable.

- b) We use a variety of cookies for different purposes. We use login or session cookies (temporary files which are erased when you close your browser) to help manage your session and recover from interruptions while you are logged in. We use persistent cookies (which will remain on your hard drive until you erase them) so the website knows your Affiliations and can display related branding and content. We use Google Analytics which sets its own cookies on users' browsers to collect information on user activity such as visits, pages visited, time spent on each page, click-throughs, unique users, browsers used, types of devices being used, locations (based on IP addresses), device operating systems and users' internet service providers. For information on how Google treats personal information that it collects through Google Analytics, see [Google Analytics security and privacy principles](#). The information that we receive back from Google Analytics contains no personally identifiable information.
- c) We collect information about how recipients of our emails engage with the emails, such as whether they open the emails, click through on links in the emails and/or unsubscribe or change their email preferences. Some of this information is collected via "web beacons" (objects embedded in the emails). We use this to understand what content is engaging and relevant to users, and to track unsubscribes and individuals' email preferences.
- d) We use information collected from users and users' activities on the website, other than Personal Information, on an anonymized basis to create and provide data for analytical purposes, for example aggregated labour market information, and we share this information with some website users and third parties.
- e) We may disclose or transfer user information in connection with a merger or sale involving all or part of our business or as part of a corporate reorganization or sale of stock.
- f) We will disclose your information without your knowledge or consent if we are required to do so by law or to comply with a judicial proceeding, court order or legal process served on us; or we believe that disclosure is necessary to protect our rights or enforce your User Agreement with us. We also reserve the right to disclose your information when we believe that disclosure is necessary to protect the safety, rights or property of other users of the website or the public. We may disclose users' Personal Information if it is necessary for us to collect a debt from the user, or where we have reason to believe that it is relevant to the investigation of a breach of laws and we are legally permitted to do so.
- g) We reserve the right to review and disclose content that users share with other users of the website where we suspect that such sharing is a breach of the terms and conditions of use of our website.

## **6. Communications**

We use your name and email address to contact you for administrative and transactional purposes and for promoting our Services to you. As previously noted, we use cookies to track responses to email and newsletters that we send to customers and potential customers. You may opt out of receiving all or certain kinds of emails from us by using the "unsubscribe" feature in emails or in the "Preferences" tab of your account.

## **7. How We Protect Your Personal Information**

We recognize the importance of the security of Personal Information and Sensitive Information. We take administrative and technical measures to safeguard Personal Information and Sensitive Information against unauthorized access, unauthorized disclosure, theft, misuse and loss. Although we take precautions against possible breaches of the security of your information, both during transmission and in storage, we cannot fully eliminate the risk of technical failure or security breaches that enable or cause unauthorized access, unauthorized disclosure, theft, misuse or loss of information.

## **8. Deactivation of your Account**

You can deactivate your account at any time. If you are an Individual User and you deactivate your account, your Resume will not be searchable, we will not send you any communications, and we will delete information from your account that we do not need to maintain for purposes of audit, data integrity, or fulfilment of legal requirements, as soon as reasonably possible. Be aware that even after you deactivate your account, copies of your information may still be available if your information has been shared with others and they have copied or stored it. Your information will also remain on our backups for a period of time.

## **9. Location for Collection, Processing and Storage of Information**

At the date of publication of this policy our servers are located in the United States and therefore your Personal Information and Sensitive Information will reside on and be processed on servers located in the United States. We may choose to move the location of our servers at any time, and accordingly the location in which your information will reside and be processed may change in future without any prior notification to you.

## **10. We may change this policy and you will be bound by our changes.**

We have the right to change our Privacy Policy at any time without your agreement. If we decide to change our Privacy Policy, we will post those changes on our website and we will also post a notice on our website about the changes. If you continue to use the website after the changes have been published on our website, you are consenting to the changes. If you do not agree with the changes, you should deactivate your account.

## **11. Links to Other Sites**

Our website contains links to other sites that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other sites. This Privacy Policy applies only to information collected by us. We encourage you to be aware when you leave our website and to read the privacy statements of websites to which you provide personal information.

Please contact us with any questions, concerns or suggestions at [privacy@WhoPlusYou.com](mailto:privacy@WhoPlusYou.com).

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