

WORK4YOU.GLOBAL

We help. 4 real.

Privacy Policy of www.work4you.global



I. Glossary of terms.



1. **Data Controller / Controller / W4YG** – Work 4 You Global OÜ, with its registered address at Narva mnt 13-27, 10151 Tallinn, Estonia, is registered in the Estonian Commercial Register under number 17504644., e-mail: dpo@work4you.global
2. **Website** – a website available at www.work4you.global, owned by W4YG.
3. **Employer** – a legal person, an unincorporated entity, as well as a individual carrying out business activity, who uses the Website by creating an Employer's Account and, including, publishes Job Offers on the Website.
4. **Recruiter** – a natural or legal person or an unincorporated entity for which the Employer has made available the Recruiter's Account assigned to its Employer Account.
5. **Candidate** – a individual seeking employment, who, in accordance with the law of the country of which he is a citizen, has reached the age of majority, has full legal capacity and, in the light of the applicable legal provisions or the provisions of law in force in the country of the Employer to which he or she is applying, may legally perform gainful employment or provide Websites on the basis of any agreement, registering for this purpose on the Website (creating a Candidate Account there) and having the possibility of filling in the Application Form in order to respond to a Job Advertisement published on the Website or applying for a Job Advertisement without the need to Register (create a Candidate Account) on the Website.
6. **User**- Employer, Recruiter, Candidate, Foundations and all visitors to the Website.
7. **Websites** – paid or free Websites provided electronically by the Website Provider to the Website Users on the basis of these Terms and Conditions.
8. **W4YG Foundation/Ambassador** – non-governmental organizations in various countries, registered and operating in accordance with the Terms and Conditions of their country of residence, not operating for profit, whose purpose is charitable activities for the benefit of society or a selected group, including in areas such as: care and social assistance, human rights, children's rights or animal rights, environmental protection, development of the economy and science, education and upbringing, culture, art or care of monuments, cooperating with the Website.
9. **Registration** – creation of an Account on the Website by the User (Candidate Account or Employer Account). The candidate can also register using an External Account. A prerequisite for Registration is the correct completion of the Registration Form, the expression of the necessary consents to create an Account, acceptance of the Website Terms and Conditions and the Website's Privacy Policy, and then activation of the Account (Candidate or Employer) by receiving a message sent from the Website to the provided e-mail address and clicking on the verification link in the e-mail (confirming the e-mail address- the so-called double opt-in model).
10. **External Account** – an account belonging to the Candidate, created by the Candidate on an external platform (e.g. Google, LinkedIn). As part of the External Account, it is possible to register the Candidate on the Website using the same login data as the Candidate has established and has on the External Account (i.e. the same e-mail address and password). The Website also allows you to connect and use the Candidate's Account with their External Account using their login details on that External Account.
11. **Registration Form** – a form made available on the Website, in the "Registration" tab, filled in during the Registration and enabling the creation of an Account (of the Employer or Candidate) on the Website.
12. **Application Form** – a form used by the Candidate to submit an application in response to a Job Advertisement posted on the Website by the Employer (also without the need to create an



Account). Correct completion of the Application Form and expression of the necessary consents for the Website Provider to make Personal Data available and processing by the Employer, as well as acceptance of the Website Terms and Conditions and the Website Privacy Policy are necessary for the correct submission of the application.

13. **Employer Account** – a set of resources and settings available to the Employer from the moment of Registration, used to manage the Websites, in particular to publish, edit and manage Job Offers. The use of the Websites on the Employer Account is generally paid, with the exception of the One-Time Free Points Package. Setting up and using the Employer's (and the Recruiter's) Account is a free Website provided by the Website Provider to the Employer.
14. **Employer's Business Card** – information that the Employer enters on the Employer's Account, including, including company name, contact details (telephone, e-mail), data and registration numbers (registration numbers, tax identification numbers, statistical Cookies numbers, etc.), address of the company's registered office, location map, information about the number of employees, information about the annual turnover, logo, graphic banner, description of the company's activities, photos presenting the company, video materials, links to reviews on external online platforms or links to social media, published on the Website in the "Employers/Companies" tab. Under the Employer's Business Card, there are also Job Offers that the Employer has published on the Website.
15. **Recruiter's Account** – a set of resources and settings available to the Recruiter established by the Employer from the moment the Recruiter is added to the Employer's Account, used to manage the Websites, in particular to publish, edit and manage the Employer's Job Offers. The Recruiter's Account is closely linked to the Employer's Account.
16. **Candidate Account**- a set of resources and settings available to the Candidate from the moment of Registration, enabling including searching for Job Offers posted on the Website and applying for Job Offers of their choice. Setting up and using the Candidate Account is a free Website provided by the Website Provider to the Candidate.
17. **Employer Panel**- a tool in the Employer Account that allows, including, to create an Employer Business Card, manage Job Offers, Candidate Applications, Recruiter Account and other Websites within the Points Package, view statistics or monitor the balance/status of the Points Package.
18. **Recruiter Panel**- a tool in the Recruiter Account linked to the Employer Account, which allows, including, to manage Job Offers, Candidate applications and view statistics.
19. **Candidate Panel** - a tool in the Candidate Account that allows, including, to manage the Candidate's profile, create and manage the Candidate's CV (in several versions, in traditional form, in audio or video version), participate in recruitment processes conducted by Employers, connect to the External Account, access to information about the Candidate's current applications and the Candidate's full application history.
20. **Job Offers/Offer/Advertisements** – Job Advertisement published by the Employer or the Recruiter on the Website, including on the home page, as well as in the "Offers" tab, aimed at employing a Candidate for a specific position, in accordance with these Terms and Conditions and the law applicable to the Employer's registered office, and in the event that the Employer is looking for an employee in another country, also in accordance with the laws of that country.
21. **List of Job Offers / List of Offers / List of Advertisements**- a list of Job Offers published on the Website, in chronological order according to the date of their publication (from the newest Job Offer to the oldest). The list of Offers may also include Advertisements that are highlighted (if the Employer has decided to promote a specific Offer) or refreshed (if the Employer has decided to refresh a specific Advertisement). Offers highlighted or refreshed are located outside the



chronological order at the top of the Website's interface, for promotional purposes selected by Employers. The User has the option of filtering the Offers in order to adjust them to their preferences according to parameters, i.e including location (country, city), industry, sub-industry, profession, position, working arrangement, level of experience, type of employment, working hours.

22. **Job Offer Search Engine** – a tool available on the main page of the Website that allows you to search for Advertisements according to the following parameters: location (country, city), industry, sub-industry, profession, position, working arrangement, level of experience, type of employment, working hours. The search works in a sequential manner, i.e. after selecting a country, it is possible to further filter the results by city, industry, etc. After specifying the parameters, the User can go to the List of Job Offers that meet their preferences.
23. **Agreement for the Provision of Services/Agreement** – an agreement between the Website Provider and the Service Recipient, concluded at the moment of the User's Registration on the Website, after prior expression of the necessary consents, acceptance of the Website Terms and Conditions and the Website's Privacy Policy. The agreement is concluded for an indefinite period of time.
24. **One-Time Service Agreement/One-Time Service Agreement** – a free-of-charge agreement between the Website Provider and the Candidate, concluded at the moment of submitting an application for a Job Offer selected by the Candidate (from the Candidate's Account or without Registration) on the Website, after prior entry of the correct Candidate's Data, expression of the necessary consents, acceptance of the Website Terms and Conditions and the Website's Privacy Policy. The subject of the One-Time Service Agreement is the provision of a distance Website by sending the Candidate's application to the Employer of his/her choice (ordinary transfer of information via an information and communications network). The One-Time Service Agreement does not include the continuous Website of maintaining the Candidate Account and is performed (and terminated) at the moment of delivery of the application to the selected Employer.
25. **Articles** – a tab on the Website made available free of charge to Users, where you can find various types of content, including industry articles and advice, and other content, including on lifestyle topics. Employers may publish Articles on the Website as part of the Points Package.
26. **Banner** – an advertising banner that Employers may publish on the Website as part of the Points Package.
27. **Newsletter** – a Website provided by the Website, enabling Users, with their prior consent, to receive information about the latest Job Offers, new Websites available on the Website, promotions and competitions, as well as to receive commercial information and other marketing content, as well as access to industry articles, advice and other content, including on lifestyle topics.
28. **Business Days** – days from Monday to Friday.
29. **Non-working days** – Saturdays, Sundays and public holidays, i.e. public holidays in the Republic of Poland (01.01, 06.01, the second day of Easter, 01.05, 03.05, Corpus Christi Day – 60 days after Easter Sunday, 15.08, 01.11, 11.11, 24- 26.12.).
30. **Provision of Services by Electronic Means** – performance of a Website provided without the simultaneous presence of the parties (at a distance), through the transfer of data at the individual request of the Service Recipient, sent and received by means of devices for electronic processing, including digital compression, and data storage, which is entirely sent, received or transmitted by means of a telecommunications network.



31. **Means of Electronic Communication** – technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between ICT systems, in particular e-mail.
32. **Personal Data** – any information about an identified or identifiable individual.
33. **Data** – Personal Data and non-personal data.
34. **Cookies** – text files in which the Website's servers store information on the hard drive of the computer or mobile device used by the User. The information stored in such a "cookie" file can be read by the Website's server when reconnecting from this device (the so-called "first party cookies"), but may also be read by third-party servers or service providers (so-called "third-party cookies").
35. **Privacy Policy** – this Website Privacy Policy available in the "Privacy Policy" tab.
36. **Terms and Conditions of the Website** – Terms and Conditions for the provision of Services for Employers and Terms and Conditions for the provision of Services for Candidates, as well as other Terms and Conditions of the Website made available therein.
37. **Contact Form** – a form made available on the Website enabling Users to send an inquiry to the Website. Correct completion of the Contact Form and expression of the necessary consents to the processing of Personal Data, as well as acceptance of the Website's Privacy Policy are necessary for the correct sending of the inquiry.
38. **Application Form** – a form made available on the Website enabling Users to report infringements, including content inconsistent with the mandatory legal provisions. Correct completion of the Application Form, as well as a statement of compliance with the facts of the information provided in the Application Form and actions in good faith of the User are necessary for the correct submission of the application.
39. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individual s with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
40. **Addendum/Appendix** – an addendum or appendix to the Privacy Policy, which is an integral part thereof, containing information regarding Personal Data for citizens of countries outside the European Union, the European Economic Area, the United Kingdom or Switzerland, if required by the law applicable to citizens of such countries.

II. General provisions.

1. W4YG is committed to protecting the privacy of those who use the Website. The Administrator ensures that the Personal Data submitted by the Website Users remain properly protected and for this purpose provides appropriate technical and organizational measures to guarantee their security. In particular, W4YG takes measures to prevent unauthorized access to or processing of Personal Data by third parties in violation of mandatory provisions of law, while preventing their loss, damage or destruction.
2. This Privacy Policy has been created in order to implement the principle of lawful, fair and transparent processing of Personal Data during the use of the Website. W4YG respects the rights of Users under the mandatory Terms and Conditions of their country of habitual place of residence.
3. If you have any questions related to the protection of Personal Data on the Website, please contact us at: dpo@work4you.global



III. What Data We Collect and for what purpose.

1. Data processed as part of the provision of Services on the Website are collected from Employers (and their Recruiters or other employees), Candidates, the Foundation (or their employees), as well as other Users of the Website.
2. W4YG will process the following Personal Data:
 - 1) Identifying data (e.g. name, surname, date of birth, name, company name),
 - 2) Contact data (e.g. e-mail address, telephone number, place of residence, address/registered office, correspondence/delivery address),
 - 3) Data containing the likeness of a person, including their voice (shared in photographs, audio and video videos),
 - 4) Data on professional experience, education, professional qualifications (including language skills, driving license, vocational courses and training), other professional competencies (skills), employment preferences and references from previous employers, as well as other data included in the Candidate's CV,
 - 5) Payment data (e.g. bank account number or payment card details),
 - 6) account authentication data,
 - 7) Data on Users' activity, activities and sessions on the Website,
 - 8) Data about the User's devices and operating system,
 - 9) Data from the User's web browser,
 - 10) Data on the location and IP number of the User,
 - 11) Data contained in the content of the message in the Contact Form,
 - 12) Data contained in the content of the message in the Application Form.
3. Personal Data will be processed for the purpose of:
 - 1) concluding, performing and monitoring the performance of the Website Agreement or the One-Off Agreement – for the period preceding the conclusion of this agreement and for the period of performance of this agreement (the legal basis for such processing is Article 6(1)(b) of the GDPR – processing is necessary for the performance of the agreement),
 - 2) necessary for the performance of legal obligations, in particular tax Terms and Conditions, accounting Terms and Conditions, Terms and Conditions resulting from the EU Digital Services Act (DSA) - for the period resulting from these provisions (the legal basis for such processing is Article 6(1)(c) of the GDPR- performance of an obligation imposed by law),
 - 3) possible establishment and pursuit of claims or defence against claims, including the sale of receivables- for the duration of proceedings and the limitation period for potential claims (the legal basis for such processing is Article 6(1)(f) of the GDPR- the implementation of the Controller's legitimate interest in the form of pursuing claims and defending against claims related to the Agreement),
 - 4) receiving Job Offers and/or participate in recruitment processes for the period until the consent is withdrawn or the Candidate Account is deleted (the legal basis for such processing is Article 6(1)(a) and Article 9(2)(a) of the GDPR – the data subject has given explicit consent to the processing of his/her personal data for one or more specific purposes),
 - 5) direct marketing of own Websites and products – for the period until the User objects (the legal basis for such processing is Article 6(1)(f) of the GDPR – implementation of the Administrator's legitimate interest),



- 6) direct marketing of services and products of Employers or third parties – for the period until the User objects (the legal basis for such processing is Article 6(1)(f) of the GDPR – implementation of the legitimate interest of the Administrator or a third party),
 - 7) conducting Marketing Activities other than those specified in points 5 and 6 above- for the period until the withdrawal of consent by the User (the legal basis for such processing is Article 6(1)(a) of the GDPR- the data subject has consented to the processing of his/her personal data for one or more specific purposes),
 - 8) sending the Newsletter- for the period until the withdrawal of consent by the User (the legal basis for such processing is Article 6(1)(a) of the GDPR- the data subject has consented to the processing of his/her personal data for one or more specified purposes),
 - 9) handling the inquiry via the Contact Form for the period until the consent is revoked or the inquiry is terminated (the legal basis for such processing is Article 6(1)(a) of the GDPR- the data subject has consented to the processing of his/her personal data for one or more specific purposes),
 - 10) processing reports submitted through the Application Form for the period of consideration of the report, until the completion of the procedure resulting from the EU Digital Services Act (DSA) and the expiry of the limitation period for claims (the legal basis for such processing is Article 6(1)(c) of the GDPR – performance of an obligation imposed by law),
 - 11) in order to ensure the functioning of and access to the Website to Users (the legal basis for such processing is Article 6(1)(a) of the GDPR – the data subject has consented to the processing of his/her personal data for one or more specific purposes).
4. Providing Personal Data is voluntary and is a condition necessary to use the functionality of the Website (e.g. receiving Job Offers, participating in recruitment processes, creating a CV with a photo, creating a CV in audio or video form, Contact Form, Application Form, storing certain Cookies), as well as to perform the Website Agreement or the One-Time Service Agreement or to take actions prior to concluding the Agreement, including the One-Time Service Agreement. If you do not provide your Personal Data, it will not be possible to perform the Agreement, the One-Time Service Agreement or take actions prior to their conclusion. Lack of consent to the processing of Personal Data may also have a negative impact on some functionalities available on the Website (e.g. failure to respond to an inquiry via the Contact Form, inability to send the Application Form, limited functionality of the Website due to the deletion of some Cookies).

IV. Filling in the Registration Form, Application Form, Contact Form and Application Form.

1. The Administrator provides the Service of setting up and maintaining an Employer (and Recruiter) Account and a Candidate Account. A prerequisite for Registration on the Website and the commencement of the provision of Services is the correct completion of the Registration Form, the expression of the necessary consents to the creation of an Account, acceptance of the Terms and Conditions of the Website and the Website's Privacy Policy, and then activation of the Account (of the Candidate or Employer) by receiving a message sent from the Website to the provided e-mail address and clicking on the verification link in the e-mail (confirming the e-mail address- the so-called double opt-in model). The legal basis for the



processing of Personal Data is the conclusion, performance and monitoring of the performance of the Agreement. Any Data that the Employer or Candidate places on their Account on their own is processed with their explicit consent, as well as within the framework of the Agreement. Requesting the deletion of the Account constitutes withdrawal from the Service and will result in the immediate removal of the Candidate or Employer Data from the Website.

2. W4YG provides the Service consisting of collecting applications from Candidates for a job advertisement posted on the Website via the Application Form placed under the Job Advertisement and sending them to the Employer. By using the Application Form, the Candidate agrees to the transfer of his/her Personal Data by W4YG to the Employer and the processing of his/her Personal Data (including the image in the photograph, CV sent in the form of an audio or video film) by the Employer for the purpose of participating in the recruitment process. Correct completion of the Application Form and expression of the necessary consents for the Website Provider to make Personal Data available and processing by the Employer, as well as acceptance of the Website Terms and Conditions and the Website Privacy Policy are necessary for the correct submission of the application. Requesting the deletion of the Data submitted when filling in the Application Form means withdrawal from further participation in the recruitment processes and will result in the immediate removal of the Candidate's Data from the Website, unless the Candidate's Data is still in the Candidate's active Account. **The above will not affect the processing of Personal Data by the Employer who has already received it and to whom a separate request for their deletion should be addressed. W4YG does not come into possession of any Data submitted by the Candidate directly to Employers or Recruiters without the intermediation of the Website, i.e. e.g. sent by traditional mail, in an e-mail message directly to the Employers (Recruiters), or via the application form on the Employers' website.**
3. The Administrator provides the Service consisting of the possibility of sending an inquiry to the Website via the Contact Form. By using the Contact Form, the User agrees to the processing of their Personal Data in order to respond to the inquiry. Correct completion of the Contact Form and the expression of the necessary consents to the processing of Personal Data are necessary for the effective sending of the inquiry. A request to delete the Data submitted when filling in the Contact Form means withdrawal from the request to the Website and will result in the immediate deletion of the User's data from the Website, unless the User's Data is still in an active Candidate Account or Employer (Recruiter) Account.
4. The Administrator provides the Service consisting of the possibility of reporting a violation to the Website via the Application Form. By using the Application Form, the User is obliged to provide his/her Personal Data in order to process the report. Correct completion of the Application Form and a statement of compliance with the facts of the information provided in the Application Form and actions in good faith of the User are necessary for the correct submission of the application. The legal basis for the processing of Personal Data is the performance by the Administrator of an obligation imposed by law.
5. The Administrator provides the Service consisting of sending the Newsletter. In order to receiving the Newsletter, the User agrees to the processing of their Personal Data. Providing a valid and verified e-mail address and expressing the necessary consents to the processing of Personal Data are necessary for an effective subscription to the Newsletter. The User may unsubscribe from receiving the Newsletter via e-mail at any time by clicking on the link placed in the e-mail (**the so-called unsubscribe link – the "Unsubscribe" button**). A request to delete the Data submitted when subscribing to the Newsletter means withdrawal from receiving it and will result in the immediate deletion of the User's data from the Website, unless the User's Data is still in the Candidate's active Account.



V. Matching job offers.



1. An automated decision-making mechanism, including profiling, may be applied to the Users' Personal Data.
2. In the event of consent to receive Job Advertisements tailored to their preferences, the Administrator will send Job Advertisements tailored to their professional profile to the e-mail address provided by the User (when matching the Job Advertisement, the Data entered by the User are taken into account, including e.g. location, industry, sub-industry, position, working arrangement, experience, type of contract, length of work).
3. The basis for profiling is the User's consent to be sent information about Job Offers of interest (tailored to their preferences).
4. Profiling does not interfere with the private life of the Users, nor does it constitute a nuisance for them when using the Website.
5. The User may at any time resign from receiving e-mail notifications about the latest Job Offers, and thus from profiling, by clicking on the link placed in the e-mail with the notification of Job Offers (**the so-called unsubscribe link – the "Unsubscribe" button**).

VI. Sharing of Personal Data.

1. The recipients of the Service Recipient's Personal Data may be:
 - 1) providers of IT systems and IT services,
 - 2) entities providing accounting services to W4YG, Website quality research, debt collection, legal, analytical and marketing services,
 - 3) postal operators and couriers,
 - 4) electronic payment system operators and banks in the field of payment processing,
 - 5) entities that purchase receivables and debt collection entities- in the event of failure by the User to perform their obligations under the contract for the provision of electronic services,
 - 6) subcontractors, associates and clients of the Administrator, i.e. entities that perform services on behalf of W4YG or in cooperation with it or use Websites provided by the Administrator, the performance of which is related to the contract, in particular the Employer in the field of Candidates' Personal Data,
 - 7) operators of social networks and websites referred to in Chapter XIII of this Privacy Policy,
 - 8) authorities authorized to receive Personal Data on the basis of the provisions of law.
2. The Users' data may be transferred to third countries, i.e. the United Kingdom or the United States of America. The transfer of Personal Data to the United Kingdom is possible due to the fact that on 28 June 2021 the European Commission stated in two implementing decisions that the United Kingdom of Great Britain and Northern Ireland ensures an adequate level of protection of Personal Data equivalent to the level guaranteed under the GDPR (EC Decisions No. C(2021) 4800 final and C(2021) 4801 final). The transfer of Personal Data to the United States of America is possible due to the fact that on 10 July 2023 the European Commission adopted a new implementing decision stating the adequate level of protection of personal data ensured by the so-called "EU-US Data Privacy Framework- EC Decision 2023/1795- notified as document No. C(2023) 4745).



VII. Retention Period of Personal Data.



1. Personal Data of Users, i.e. Employers, Recruiters and Candidates, i.e. those who have an Account on the Website, will be processed for the duration of the Agreement for the Provision of Services, until the deletion of the Account (termination of the agreement) and after its termination, until the expiry of the limitation period for claims and statutory retention periods of documentation by the Administrator.
2. Personal Data of Users who do not have a Candidate Account on the Website, but apply for Job Offers, will be processed for the duration of the One-Time Service Agreement (sending the application to the Employer) until the expiry of the limitation period for claims and statutory retention periods of documentation by the Administrator.
3. The personal data of the Website Users (who do not have an Account) who have sent an inquiry via the Contact Form are stored for the duration of the processing of the inquiry until the response is provided.
4. The personal data of the Website Users (who do not have an Account) who have sent a report via the Application Form are stored for the duration of the application processing until the expiry of the limitation period for claims and the statutory retention periods of documentation.
5. Personal Data of Website Users (who do not have an Account) who have subscribed to the Newsletter or to receive tailored Job Offers will be processed for the period during which the Service is provided, until the expiry of the limitation period for claims and statutory retention periods of documentation by the Administrator.
6. Personal data of other Website Users (including those who do not have an Account) are stored for the time corresponding to the life cycle of the Cookies stored on their devices or until the Cookie settings are changed in the User's web browser.

VIII. Rights of Persons Whose Data Are Processed on the Website.

1. A User who has consented to the processing of their Personal Data for the purpose of:
 - 1) receiving Job Offers and/or
 - 2) participation in recruitment processes and/or
 - 3) receiving the Newsletter and/or
 - 4) for the purpose of conducting Marketing Activities (referred to in Chapter III(3)(7) above) and/or
 - 5) handling the inquiry via the Contact Form,
 - 6) processing reports submitted through the Application Form,
 - 7) ensuring the functioning and accessibility of the Website,

has the right to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal. The withdrawal of consent does not entail negative consequences, but it may have an impact on the further use of the Website's services, which the Administrator provides on the basis of consent in accordance with the law.



2. A User whose Personal Data is processed for the purpose of direct marketing of its own services and products (Chapter III(3)(5) above) or direct marketing of services and products of Employers or third parties (Chapter III(3)(6) above) **has the right to object at any time, without giving a reason. As a result of the objection, W4YG will no longer process Personal Data for this purpose.**
3. The User also has the right to:
 - 1) access to their Personal Data and receive a copy thereof- the User has the right to obtain confirmation regarding the processed Data, as well as to obtain:
 - a) access to their Personal Data,
 - b) information about the purposes of processing, the categories of Personal Data processed, their recipients or categories of recipients, as well as the planned storage period (or criteria determining the retention period),
 - c) information about their rights and the right to lodge a complaint with the supervisory authority, the source of data, automated decision-making (including profiling),
 - d) information on the safeguards applied in connection with the transfer of data outside the European Union,
 - e) a copy of your Personal Data.
 - 2) the right to rectification of their Personal Data - the User has the right to rectify and supplement their Personal Data- by modifying their Data on their own Account on the Website.
 - 3) restriction of Personal Data processing - such a notification may be associated with the restriction of the ability to use certain Website services, for which the processing of certain categories of Personal Data is required, as well as the interruption of sending marketing messages; You have the right to request the restriction of the use of your Personal Data in the event of:
 - a) questioning the accuracy of the Personal Data by the User – it is associated with the restriction of the use of the Data for a period for a period not longer than 7 days,
 - b) unlawful processing of the User's Personal Data,
 - c) in a situation where the User's Personal Data is no longer necessary for the purposes for which it was collected or used, but is needed by the User in order to establish the pursuit or defence of claims,
 - d) in the event of an objection to the use of Personal Data – the restriction takes place for the period necessary to consider whether the protection of the User's interests, rights and freedoms prevails over the interests pursued by the Administrator.
 - 4) erasure of Personal Data – the so-called "right to be forgotten" – the User has the right to request the deletion of all or some of the Personal Data processed by the Administrator; The right to be forgotten is granted in the following cases:
 - a) withdrawal by the User of a specific consent to the processing of Data based on prior consent,
 - b) Personal Data is no longer necessary for the purposes for which it was collected or processed,
 - c) You have objected to the use of your Data for marketing, statistical Cookies or customer satisfaction surveys.
 - d) The User's Personal Data is processed unlawfully.
 - 5) the right to data portability - the User has the right to receive the Personal Data submitted by the User and then send it to another administrator of his/her choice; You also have the right to request that your Personal Data be transmitted directly to another controller, if technically feasible; W4YG, which is in possession of the User's Personal Data, will send it in the form of a commonly used and machine-readable format (np. doc., xls.).
 - 6) lodge a complaint with the competent data protection supervisory authority in their jurisdiction.



4. objection- for reasons related to a particular situation; The User has the right to object to the processing carried out by the Administrator due to its necessity for the implementation of the legitimate interests of the Administrator or third parties, as a result of which the Administrator is no longer allowed to process their Personal Data, unless the Administrator demonstrates the existence of important legally justified grounds for processing, which override the interests, rights and freedoms of the User.
5. Despite the request to erasure of Personal Data, in connection with the objection or withdrawal of consent, W4YG may retain Personal Data that is necessary for the purposes of establishing, pursuing or defending claims, in particular:
 - 1) company name or name,
 - 2) e-mail address, registered office address, correspondence address or delivery address,
 - 3) application history and activity history on the Website.
6. The User's requests resulting from the above rights are processed within the following timeframes:
 - 1) immediately after receipt of the notification, but within a period not exceeding 1 month,
 - 2) in the case of complex requests or a larger number of requests, W4YG reserves the right to execute the request within a period of up to 2 months, informing the User of this fact in advance,
 - 3) The update of requests entered in IT systems can take up to 72 hours.

IX. Complaints and Requests.

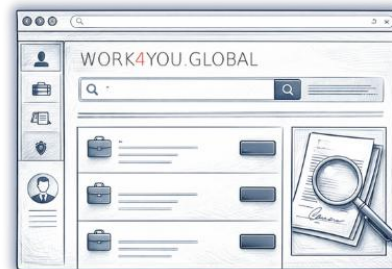


1. The User has the opportunity to submit requests, complaints or inquiries regarding the processing of Personal Data, as well as to exercise their rights.
2. You also have the right to lodge a complaint with the competent data protection supervisory authority in your jurisdiction in the event of a violation of your rights to the protection of Personal Data.
3. As part of the consideration of complaints and requests, the Administrator may process the Data submitted by the User during Registration on the Website or as part of the e-mail communication, which are the cause of complaints or requests, as well as documents attached to the complaint or application. The legal basis for the processing of the above Data is the legitimate interest in the proper functioning of the Website and Services provided as part of the Website and in building positive relations with Users, based on reliability and loyalty.
4. In order to establish, pursue and enforce claims, W4YG may process the Data submitted in the Employer's (Recruiter's) Account, in the Employer's Panel, on the Candidate's Account or in the Candidate's Panel, in particular: company name, name and surname, address, registration numbers, e-mail address and other Data submitted by the Employer (Recruiter) or the Candidate, necessary to prove the existence of the claim, including the extent of the damage suffered. The legal basis for the processing of the above-mentioned data is the legitimate interest of W4YG related to the establishment, pursuit and enforcement of claims and defense against claims.



X. Responsibility of the Administrator.

1. W4YG is not responsible for, including:
 - 1) content published on the Website by Employers, in particular in the form of Job Offers or Employers' Business Card,
 - 2) content on websites not owned by W4YG, to which links may appear in content published by Users, a link to the Employer's website,
 - 3) loss of Data by the User caused by external factors (e.g. power outage, blackout) or other circumstances beyond the control of the Administrator (including force majeure, action of third parties),
 - 4) damages caused by the Employer, Recruiter or Candidate disclosing login credentials or passwords or by third parties using a login or password to access the Employer Account (Recruiter) or the Candidate Account,
 - 5) the provision by the Employer or the Candidate of false or incomplete Data or information, including providing them during Registration.
2. The Personal Data Administrator may entrust the processing of Personal Data to another entity by means of a data processing agreement (DPA) or conclude an agreement on joint controllership agreement with the relevant entity.
3. W4YG is not responsible for any actions of third parties related to the content or scope of the User's Personal Data and for any damage resulting therefrom.
4. The Administrator is not responsible for the processing of Personal Data by the Employer to whom the Candidate's Personal Data has been made available (transferred) via the Website. Upon providing the Employer with the Candidate's Personal Data, the Employer becomes the controller of such Personal Data and is obliged to fulfil the obligations arising from the mandatory legal provisions. At the same time, the Employer, as part of the agreement concluded with the Employer, entrusts the Candidates' Personal Data stored in the Employer's Account as a processor to W4YG.



XI. Cookies Policy.

1. Cookies are IT data, in particular text files, which are stored in the User's end device and are intended for use of the Website.
2. Cookies include:
 - 1) the name of the website from which they originate,
 - 2) the time they are stored on the end device,
 - 3) unique number.
3. The entity placing Cookies on the User's end device and gaining access to them is W4YG, as well as other authorized entities co-creating the Website.
4. Cookies used on the Website are used to adjust the content of the Website to the User's preferences, in particular, these files allow to recognize the Website User's device and properly display the website, tailored to their individual needs, as well as to create statistics enabling them to learn about the way the Website is used, forming the basis for improving the Website's structure and content.



5. In many cases, the software used to browse the web (web browser) by default allows Cookies to be stored on the User's end device. Users can change their Cookie settings at any time. These settings may be changed, in particular, in such a way as to block the automatic handling of Cookies in the settings of the web browser, or to inform about their placement on the User's device each time. Detailed information on the possibilities and methods of handling Cookies is available in the settings of the browser used by the User.
6. Cookies have their storage period, after which they expire.
7. The Website uses the following types of Cookies:
 - 1) session files, i.e. temporary files- stored on the User's device until logging out of the Website, leaving the website or turning off the web browser, and
 - 2) persistent cookies - stored for a certain period of time in the parameters of Cookies or until they are deleted by the User.
8. The following Cookies are used on the Website:
 - 1) necessary Cookies – necessary for the functioning of the Website, usually used in response to actions taken by the User, e.g. setting privacy options,
 - 2) functional Cookies – enabling saving the settings selected by the User, e.g. language selection,
 - 3) statistical Cookies – enabling technical storage or access that is used only for anonymous statistical purposes,
 - 4) marketing Cookies- are used to track Users, to display advertisements that may be relevant and interesting to them.
9. The use of non-essential Cookies requires the User's prior consent. Giving consent is voluntary. The User may change or withdraw the consent given at any time or modify their decision regarding Cookies by changing their browser settings, e.g.:
 - 1) **Internet Explorer** – Menu → , Tools → , Internet Options, → Privacy→, Slider that sets →the level to OK.
 - 2) **Mozilla Firefox** – → menu Tools → Options → Privacy → check/uncheck Accept cookies.
 - 3) **Google Chrome** – Menu → Settings → Advanced Settings → Privacy → Content Settings → Cookies→ Check/Uncheck Delete Cookies/Block Cookies by Default/Allow Cookies by Default/Save Cookies and Page Data by Default until you close your browser.
 - 4) **Opera** – menu → , tool, → Advanced → preferences→, check/uncheck cookies.
10. A user visiting the Website for the first time (or after deleting Cookies on their device) will see a request for consent to the use of Cookies. The User may consent to the use of Cookies, limit the use of specific categories of Cookies or completely disable the use of non-essential Cookies by clicking on the appropriate button.
11. The Administrator informs that restrictions on the use of Cookies may affect certain functionalities available on the Website.

XII. Marketing Activities.

1. We would like to inform you that the Website may use Google Analytics and Google Remarketing – web analytics services provided by Google LLC 1600 Amphitheatre Parkway, Mountain View, California 94043, USA (hereinafter referred to as "Google").
2. The Google services referred to above use Cookies, i.e. text files stored on the User's computer and enabling analysis of the User's use of the Website (in this case, the Website). The information generated by the Cookies about the User's use of the Website (including their IP address) is transmitted to a Google server in the United States and



stored there. Google uses the stored information to evaluate the use of the Website by the User, to create reports on the traffic on the Website for W4YG and to provide other online services related to the use of the Website by the Users.

3. Google may transfer the collected information about Users to third parties, in the event of legal requirements or to the extent necessary for the processing of data by third parties on behalf of Google. However, under no circumstances are IP addresses associated with other User data held by Google with other user data held by Google.
4. The User may disable Google Cookies by selecting the appropriate settings in their browser, taking into account the possible inability to use all the functions of the Website. By using the Website, you consent to the processing of personal data by Google in the manner described above and for the purposes mentioned above. You can revoke your consent at any time with effect for the future by deactivating the Google Analytics browser extension. For your convenience, we provide a link to the tool that disables the so-called add-on: - <http://tools.google.com/dlpage/gaoptout?hl=pl>.
5. Please be advised that the Website may use Google Analytics with the extension "_anonymizeIp()", which means that all IP addresses are stored and processed only in abbreviated form. A direct connection to the specific User is therefore excluded.
6. The remarketing function in Google Analytics allows you to obtain information about the Users' preferences based on the pages visited, and in this way the effectiveness of advertising displayed on websites by third parties and Google is analyzed. With the help of Cookies stored for this purpose, Google and other service providers may, based on the Users' previous visits to the websites, display advertisements.
7. Google Analytics is additionally used to analyze data from Google AdWords and DoubleClick Cookies for statistical purposes and to more accurately match the displayed ads to the User's profile.
8. If the described function is not accepted by the User, it may be deactivated at any time on the website: <https://adssettings.google.com/authenticated>
9. DoubleClick cookies are files that give the browser an anonymous identification number (ID), which is used to register ads that have appeared in individual browsers and record their viewing. These files do not contain personally identifiable information. The use of DoubleClick Cookies is only intended to display advertisements to the User consistent with their interests, presumed on the basis of previous visits to the Website. All information generated by the Cookies is transmitted by Google for analysis to a server in the United States and stored there.
10. As part of the Google AdWords function, Cookies are stored on the User's computer. This happens immediately after clicking on an ad published by Google. This function is not used to identify the User, but only to identify the advertising box through which the User reached a given website. Each Google AdWords customer, including W4YG, receives different Cookies, which makes it impossible to track Users through websites. The information obtained in this way is intended for statistical purposes only. Google AdWords customers, including ADO, do not receive any information used to identify Users.
11. Detailed information on Google's Terms of Service and data protection can be found at: <http://www.google.com/analytics/terms/de.html> or <https://www.google.pl/intl/pl/policies/>



XIII. Website profiles in social media and websites – the so-called social media plugins.



1. The Website uses the so-called "social plug-ins" that redirect you to W4YG profiles, including Facebook, Instagram and YouTube
2. When using social plug-ins located on the Website, data is exchanged between the User and the social media platform or website.
3. The Administrator does not process the data referred to in paragraph 2 above and does not have knowledge of what data of Users are collected by the portals specified in paragraph 1. Information on this subject should be included in the privacy policy or terms and conditions of the social media platform or website site in question.
4. W4YG, while operating the Website's corporate profiles on the platforms or websites referred to in paragraph 1, processes Personal Data of users visiting, following or commenting on these profiles, or otherwise interacting with a given Website profile in social media.
5. In connection with maintaining the Website's social media profiles, Personal Data submitted by the user of the social network and Data obtained from the operator of social media platforms or websites are processed, including Data including name and surname, name, user ID or possibly the content of comments.
6. Personal Data specified in paragraph 5 are processed for the purposes of which constitute the legitimate interest of the Controller (Article 6(1)(f) of the GDPR), including:
 - 1) maintaining the Website's profiles on social media platforms or websites on the terms specified by the operators of these Websites,
 - 2) informing about its activities through the Website's profile, including, including, promotions, competitions, Job Offers, industry articles, etc.,
 - 3) building and strengthening relationships with potential and current clients, partners, in particular Employers, Recruiters and Candidates, by communicating with them through available functionalities,
 - 4) analysing and keeping statistics on the functioning, popularity and manner of using the Website's profiles by users of a social media platform or website,
 - 5) analysing and responding to comments posted by users of a social network or online network,
 - 6) determining, investigating and defending against any claims regarding the use of the Website's profile on a social media platform or website.
7. Providing Personal Data by a user of a social media platform or website as part of the Website profile is voluntary, however, failure to provide them may result in the inability to fully use the functionality of the Website's profile on the social media platform or website.

XIV. Final provisions.

1. This Privacy Policy will be amended as necessary and as required by applicable law.
2. The Administrator informs Users about any significant changes in the Privacy Policy by publishing appropriate information on the Website.



3. The Privacy Policy is a document in accordance with the Terms and Conditions of the Website and the mandatory legal provisions.
4. An integral part of the Privacy Policy are the so-called Appendices (Appendices).

