WORK4YOU.GLOBAL
We help. 4 real.

Privacy Policy of the www.work4you.global

I. Glossary of Terms.

1. Personal Data Controller/Controller/W4YG – Work 4 You Global OÜ, operating at Narva mnt 13-27, 10151 Tallinn, registered in the Estonian Commercial Register under number 17504644, e-mail: dpo@work4you.global
2. Website – the website available at www.work4you.global, owned by W4YG.
3. Employer – a legal person, an organisational unit without legal personality, or a natural person conducting business activities, who uses the Website by creating an Employer Account and, among other things, publishes Job Offers on the Website.
4. Recruiter – a natural or legal person, or an organisational unit without legal personality, to whom the Employer has made available a Recruiter Account assigned to its Employer Account.
5. Candidate – a natural person seeking employment who has reached the age of majority under the law of the country of their citizenship, has full legal capacity and, under the legal provisions applicable to them or those applicable in the country of the Employer to whom they apply, may lawfully perform paid work or provide services under any form of contract, who registers for that purpose on the Website (by creating a Candidate Account) and may complete an Application Form to respond to a Job Offer published on the Website, or applies for a Job Offer without registering (creating a Candidate Account) on the Website.
6. User – an Employer, Recruiter, Candidate, Foundation and any other person visiting the Website.
7. Services – paid or free services provided electronically by the Service Provider to Website Users on the basis of these Terms and Conditions.
8. Foundation/W4YG Ambassador – non-governmental organisations in various countries, registered and operating in accordance with the laws of the countries where they are established, operating on a non-profit basis for charitable purposes benefiting society or a selected group, including social care and assistance, human rights, children's or animal rights, environmental protection, economic and scientific development, education, culture, art and the protection of monuments, which cooperate with the Website.
9. Registration – the creation of an Account on the Website by a User (a Candidate Account or an Employer Account). A Candidate may also register using an External Account. Registration requires the correct completion of the Registration Form, the granting of the consents necessary to create an Account, acceptance of the Website Terms and Conditions and Privacy Policy, and subsequent activation of the Account (Candidate or Employer) by receiving an email sent by the Website to the address provided and clicking the verification link included in it (confirming the email address – the so-called double opt-in model).
10. External Account – an account belonging to a Candidate which the Candidate has created on an external platform (e.g. Google or LinkedIn). An External Account enables a Candidate to register on the Website using the same login details established and held for the External Account (i.e. the same email address and password). The Website also allows a Candidate Account to be linked to and used with the Candidate's External Account by means of the login details for that External Account.
11. Registration Form – a form available on the Website under "Registration", completed during Registration and enabling the creation of an Account (Employer or Candidate) on the Website.
12. Application Form – a form used by a Candidate to submit an application in response to a Job Offer posted on the Website by an Employer (also without the need to create an Account). Correct

completion of the Application Form, the granting of the necessary consents for the Service Provider to disclose Personal Data and for the Employer to process such data, and acceptance of the Website Terms and Conditions and Privacy Policy are necessary for an application to be successfully submitted.

13. Employer Account – a set of resources and settings available to an Employer from Registration, used to manage Services, in particular to publish, edit and manage Job Offers. Use of Services on an Employer Account is generally subject to payment, except for the One-Time Free Points Package. Creating and using an Employer Account (and Recruiter Account) is a free Service provided by the Service Provider to the Employer.
14. Employer Profile – information entered by an Employer into the Employer Account, including the company name, contact details (telephone and email), registration and identification details and numbers (register numbers, tax identification numbers, statistical numbers, etc.), registered office address, location map, number of employees, annual turnover, logo, graphic banner, business description, company photographs, videos, links to reviews on external online platforms and links to social media, made public on the Website under "Employers/Companies". Job Offers published by that Employer on the Website also appear below the Employer Profile.
15. Recruiter Account – a set of resources and settings available to a Recruiter designated by an Employer from the moment the Recruiter is added to the Employer Account, used to manage Services, in particular to publish, edit and manage the Employer's Job Offers. The Recruiter Account is closely linked to the Employer Account.
16. Candidate Account – a set of resources and settings available to a Candidate from Registration, allowing, among other things, searches of Job Offers posted on the Website and applications for selected Job Offers. Creating and using a Candidate Account is a free Service provided by the Service Provider to the Candidate.
17. Employer Dashboard – a tool within the Employer Account which enables, among other things, creation of the Employer Profile, management of Job Offers, Candidate applications, the Recruiter Account and other Services within the Points Package, viewing statistics and monitoring the Points Package balance.
18. Recruiter Dashboard – a tool within the Recruiter Account linked to the Employer Account which enables, among other things, management of Job Offers and Candidate applications and viewing statistics.
19. Candidate Dashboard – a tool within the Candidate Account enabling, among other things, management of the Candidate's profile, creation and management of the Candidate's CV (in several versions, traditionally or as audio or video), participation in recruitment processes run by Employers, linking to an External Account, and access to information on current applications and the Candidate's full application history.
20. Job Offers/Offers/Advertisements – job advertisements published by an Employer or Recruiter on the Website, including on the home page and under "Offers", with the aim of employing a Candidate in a specific position, in accordance with these Terms and Conditions and the law applicable at the Employer's registered office and, where the Employer seeks a worker in another country, also the law of that country.
21. Job Offer List/Offer List/Advertisement List – a list of Job Offers published on the Website in chronological order by publication date (newest first). The list may also contain featured advertisements (where the Employer has chosen to promote a specific Offer) or refreshed advertisements (where the Employer has chosen to refresh one). Featured or refreshed Offers appear out of chronological order at the top of the Website interface because Employers wish to

promote them. Users can filter Offers according to their preferences using criteria including location (country, city), industry, sub-industry, occupation, position, work mode, experience level, form of employment and working hours.

22. Job Offer Search Engine – a tool available on the Website home page enabling searches by location (country, city), industry, sub-industry, occupation, position, work mode, experience level, form of employment and working hours. Search works sequentially: after choosing a country, results can be filtered further by city, industry, etc. Once the criteria are selected, the User may open the Job Offer List matching their preferences.
23. Service Agreement/Agreement – an agreement between the Service Provider and Service Recipient, concluded when a User registers on the Website, following the granting of the necessary consents and acceptance of the Website Terms and Conditions and Privacy Policy. The Agreement is concluded for an indefinite period.
24. One-Time Service Agreement/One-Time Agreement – a free agreement between the Service Provider and a Candidate, concluded when the Candidate applies for a selected Job Offer on the Website (from a Candidate Account or without Registration), after entering correct Candidate Data, granting the necessary consents and accepting the Website Terms and Conditions and Privacy Policy. Its subject is the remote provision of a service consisting of sending the Candidate's application to the Employer selected by the Candidate (ordinary transmission of information over a computer network). A One-Time Service Agreement does not include the ongoing operation of a Candidate Account and is performed (and terminated) when the application is delivered to the selected Employer.
25. Articles – a free Website section available to Users, containing various content, including industry articles and advice as well as lifestyle content. Employers may publish Articles on the Website within a Points Package.
26. Banner – an advertising banner that Employers may publish on the Website within a Points Package.
27. Newsletter – a Service provided by the Website enabling Users, subject to prior consent, to receive news, including the latest Job Offers, information on new Website services, promotions and contests, commercial information and other marketing content, and access to industry articles, advice and other content, including lifestyle material.
28. Business Days – Monday to Friday.
29. Non-Business Days – Saturdays, Sundays and public holidays, i.e. statutory non-working days in the Republic of Poland (1 January, 6 January, Easter Monday, 1 May, 3 May, Corpus Christi – 60 days after Easter Sunday, 15 August, 1 November, 11 November, 24–26 December).
30. Provision of Services by Electronic Means – provision of a Service without the simultaneous presence of the parties (remotely), through the transmission of data at the individual request of the Service Recipient, sent and received using equipment for electronic processing, including digital compression, and data storage, which is entirely transmitted, received or carried via a telecommunications network.
31. Electronic Means of Communication – technical solutions, including ICT equipment and associated software, enabling individual remote communication using data transmission between ICT systems, in particular electronic mail.
32. Personal Data – any information concerning an identified or identifiable natural person.
33. Data – Personal Data and non-personal data.

34. Cookies (so-called "cookies") – text files in which Website servers store information on the hard drive of the computer or mobile device used by a User. The Website server may read the information stored in a cookie when the device reconnects (so-called "first-party cookies"); it may also be read by other servers or other Internet users (so-called "third-party cookies").
35. Privacy Policy – this Website Privacy Policy, available in the "Privacy Policy" section.
36. Terms and Conditions/Website Terms and Conditions – the Terms and Conditions for the provision of Services to Employers and the Terms and Conditions for the provision of Services to Candidates, as well as any other terms and conditions made available on the Website.
37. Contact Form – a form available on the Website enabling Users to send enquiries to the Website. Correct completion of the Contact Form, the granting of the necessary consents for the processing of Personal Data and acceptance of the Website Privacy Policy are required to submit an enquiry successfully.
38. Report Form – a form available on the Website enabling Users to report infringements, including content contrary to mandatory legal provisions. Correct completion of the Report Form and a declaration that the information provided is accurate and that the User is acting in good faith are required to submit a report successfully.
39. GDPR – 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
40. Appendix/Annex – an appendix or annex to this Privacy Policy forming an integral part thereof and containing Personal Data information 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 those countries.
41. Internal Messenger/Chat – a free Service enabling the direct exchange of text messages in real time between a Candidate and an Employer (or Recruiter) to obtain information about a specific Offer published by that Employer. Communication via Chat may be initiated only by the Candidate. The Employer or Recruiter may accept or reject this form of contact. Chat may be used only by logged-in Users holding an active Candidate Account or Employer/Recruiter Account on the Website and with their mutual consent (which may be withdrawn at any time by blocking or temporarily muting messages from the other party), and subject to the conditions set out in these Terms and Conditions, applicable laws and respect for the principles of social coexistence.
42. W4YG Messenger/W4YG Chat – allows contact to be initiated solely by the Website Owner and only with an Employer or Recruiter.

II. General Provisions.

1. W4YG makes every effort to protect the privacy of persons using the Website. The Controller ensures that Personal Data made available by Website Users are properly protected and, for this purpose, provides appropriate technical and organisational safeguards. In particular, W4YG takes measures to prevent unauthorised third-party access to Personal Data or their processing in breach of mandatory law and to prevent their loss, damage or destruction.
2. This Privacy Policy has been prepared to implement the principle of lawful, fair and transparent processing of Personal Data when using the

Website. W4YG respects Users' rights arising under mandatory provisions of the law of their country of habitual residence.

3. For questions about the protection of Personal Data on the Website, please contact: dpo@work4you.global.

III. What Data We Collect and for What Purpose.

1. Data processed in connection with the provision of Services on the Website are collected from Employers (and their Recruiters or other employees), Candidates, Foundations (or their employees), and other Website Users.

2. W4YG will process the following Personal Data:

1) identification data (e.g. first name, surname, date of birth, name, company name),
2) contact details (e.g. email address, telephone number, place of residence, residential/registered-office address, correspondence/service address),
3) data containing a person's image, including their voice (made available in photographs, audio and video recordings),
4) data on professional experience, education and professional qualifications (including language skills, driving licence, vocational courses and training), other professional competencies (skills), employment preferences and references from previous employers, as well as other data contained in the Candidate's CV,
5) payment data (e.g. bank account number or payment card number),
6) Account password data,
7) data on Users' activity, actions and sessions on the Website,
8) data on Users' devices and operating systems,
9) data from Users' web browsers,
10) data on Users' language preferences for displaying the Website,
11) data on Users' preferences concerning labour markets in which they search for advertisements,
12) data on Users' location and IP address,
13) data contained in messages submitted using the Contact Form,
14) data contained in messages submitted using the Report Form,
15) data contained in messages sent via the Internal Messenger and W4YG Chat.

3. Personal Data will be processed for the following purposes:

1) concluding, performing and monitoring the performance of a Service Agreement or One-Time Agreement – for the period preceding conclusion and during performance of that agreement (legal basis: Article 6(1)(b) GDPR – processing is necessary for performance of a contract),
2) fulfilling legal obligations, in particular those arising under tax and accounting legislation and the EU Digital Services Act – for the period required by those provisions (legal basis: Article 6(1)(c) GDPR – compliance with a legal obligation),
3) establishing and pursuing potential claims or defending against claims, including the sale of receivables – for the duration of proceedings and until potential claims become time-barred (legal basis: Article 6(1)(f) GDPR – the Controller's legitimate interest in pursuing and defending claims related to the Agreement),
4) receiving Job Offers and/or participating in recruitment processes – until consent is withdrawn or the Candidate Account is deleted (legal basis: Articles 6(1)(a) and 9(2)(a) GDPR – the data

subject has given explicit consent to processing their Personal Data for one or more specified purposes),

5) direct marketing of W4YG's own services and products – until the User objects (legal basis: Article 6(1)(f) GDPR – the Controller's legitimate interest),
6) direct marketing of services and products of Employers or third parties – until the User objects (legal basis: Article 6(1)(f) GDPR – the legitimate interests of the Controller or a third party),
7) other marketing activities than those specified in items 5 and 6 above – until the User withdraws consent (legal basis: Article 6(1)(a) GDPR – the data subject has consented to processing of their Personal Data for one or more specified purposes),
8) sending the Newsletter – until the User withdraws consent (legal basis: Article 6(1)(a) GDPR – the data subject has consented to the processing of their Personal Data for one or more specified purposes),
9) handling an enquiry through the Contact Form – until consent is withdrawn or the enquiry is resolved (legal basis: Article 6(1)(a) GDPR – the data subject has consented to the processing of their Personal Data for one or more specified purposes),
10) handling a report through the Report Form – for the period of considering the report until the procedure under the EU Digital Services Act is concluded and the limitation period for claims expires (legal basis: Article 6(1)(c) GDPR – compliance with a legal obligation),
11) ensuring the operation of and Users' access to the Website (legal basis: Article 6(1)(a) GDPR – the data subject has consented to processing of their Personal Data for one or more specified purposes),
12) ensuring appropriate convenience for Website Users and adapting Website functionality to their needs, including interface language (legal basis: Article 6(1)(f) GDPR – the Controller's legitimate interest),
13) providing the paid Internal Messenger service initiated by a Candidate with the consent of an Employer acting as data controller (necessary for performance of an electronic services agreement) – for the duration of that agreement (legal basis: Article 6(1)(b) GDPR;
14) ensuring security, preventing fraud and abuse, and moderating content (legal basis: Article 6(1)(f) GDPR – the Controller's legitimate interest),
15) communicating with an Employer – for the duration of that agreement (legal basis: Article 6(1)(b) GDPR.

4. Providing Personal Data is voluntary and is necessary to use Website functions (e.g. receiving Job Offers, participating in recruitment processes, creating a CV with a photograph, creating an audio or video CV, Contact Form, Report Form, storing certain Cookies) and to perform a Service Agreement or One-Time Agreement or take steps before concluding an Agreement, including a One-Time Agreement. Without Personal Data, performance of the Agreement or One-Time Agreement or taking pre-contractual steps will not be possible. Failure to consent to Personal Data processing may also adversely affect certain Website functionalities (e.g. no response to a Contact Form enquiry, inability to submit a Report Form, lack of functionality due to deletion of certain Cookies).

IV. Completion of the Registration Form, Application Form, Contact Form and Report Form.

1. The Controller provides the Service of creating and maintaining Employer (and Recruiter) Accounts and Candidate Accounts. Registration on the Website and commencement of Services require correctly completing the Registration Form, giving the necessary consents to create an Account, accepting the Website Terms and Conditions and Privacy Policy, and activating the Account (Candidate or Employer) by opening an email sent by the Website to the address provided and clicking the verification link (confirming the email address – the so-called double opt-in model). The legal basis for processing Personal Data is conclusion, performance and monitoring of the Agreement. All Data independently posted to an Account by an Employee or Candidate are processed with their explicit consent and under the Agreement. A request to delete the Account constitutes resignation from the Service and will result in the immediate removal of the Candidate's or Employer's Data from the Website.
2. W4YG provides a Service consisting of collecting Candidates' applications for Job Offers posted on the Website through the Application Form beneath the Job Offer and forwarding them to the Employer. By using the Application Form, a Candidate consents to W4YG transmitting their Personal Data to the Employer and to the Employer processing them (including their image in a photograph and an audio or video CV) for participation in the recruitment process. Correct completion of the Application Form, the necessary consents to disclosure by the Service Provider and processing of Personal Data by the Employer, and acceptance of the Website Terms and Conditions and Privacy Policy are required to submit the application successfully. A request to delete Data supplied through the Application Form constitutes withdrawal from further participation in recruitment processes and will result in immediate deletion of the Candidate's Data from the Website, unless those Data remain in an active Candidate Account. **This does not affect processing of Personal Data by an Employer who has already received them; a separate deletion request must be addressed to that Employer.** W4YG does not obtain any Data provided by a Candidate directly to Employers or Recruiters without the Website's involvement, such as by traditional post, direct email to Employers (Recruiters), or an application form on an Employer's website.
3. The Controller provides a Service allowing enquiries to be sent to the Website through the Contact Form. By using the Contact Form, the User consents to processing of their Personal Data for responding to the enquiry. Correct completion of the Contact Form and the necessary consents to Personal Data processing are required to submit an enquiry successfully. A request to delete Data provided in the Contact Form constitutes withdrawal of the enquiry and will lead to immediate deletion of the User's Data from the Website, unless they remain in an active Candidate Account or Employer (Recruiter) Account.
4. The Controller provides a Service enabling infringement reports to be submitted to the Website through the Report Form. When using the Report Form, the User must provide Personal Data for consideration of the report. Correct completion of the Report Form and a declaration that the information provided is factually accurate and that the User acts in good faith are necessary for submission. The legal basis for processing Personal Data is the Controller's compliance with a legal obligation.

5. The Controller provides a Newsletter Service. A User wishing to receive the Newsletter consents to processing of their Personal Data. A correct and verified email address and the necessary consents to Personal Data processing are required for successful Newsletter subscription. A User may unsubscribe from emailed Newsletters at any time by clicking the link in the email (**the so-called unsubscribe link – "Unsubscribe" button**). A request to delete Data supplied when subscribing means unsubscribing and will result in immediate removal of the User's Data from the Website, unless they remain in an active Candidate Account.

V. Matching Job Offers.

1. A mechanism for automated decision-making, including profiling, may be applied to Users' Personal Data.
2. Where consent is given to receive Job Offers matched to preferences, the Controller will send Job Offers matched to the User's professional profile to the email address provided (matching takes account of Data entered by the User, including location, industry, sub-industry, position, work mode, experience, type of contract and working hours).
3. Profiling is based on the User's consent to receive information on Job Offers of interest (matched to their preferences).
4. Profiling does not interfere with Users' private lives or cause inconvenience when using the Website's Services.
5. A User may at any time stop receiving email notifications about the latest Job Offers, and thus stop profiling, by clicking the link in the Job Offer notification email (**the so-called unsubscribe link – "Unsubscribe" button**).

VI. Internal Messenger (Chat) and W4YG Messenger (W4YG Chat)

1. W4YG provides a Service enabling direct real-time exchange of text messages between a Candidate and an Employer (or Recruiter) in order to obtain information on a specific Offer posted by that Employer (Internal Messenger/Chat).

1) Communication via Chat may be initiated solely by the Candidate. The Employer or Recruiter may accept or reject this form of contact.
2) Chat may be used only by logged-in Users with an active Candidate Account or Employer/Recruiter Account on the Website and with their mutual consent (which may be withdrawn at any time by blocking or temporarily muting messages from the other party), subject to the conditions specified in these Terms and Conditions, generally applicable law and respect for the principles of social coexistence.
3) By using Chat, the Candidate consents to W4YG transferring their Personal Data (first name, surname and message content) to the Employer and to the Employer processing them for the purpose of responding.

4) A request to delete Data provided in the Internal Messenger, depending on its scope, constitutes either resignation from further use of Chat or from use of part or all of the Chat conversation history and will cause immediate deletion of the Candidate's Data from the Website to the requested extent, unless those Data remain in an active Candidate Account. **This does not affect processing of Personal Data by an Employer who has already received them, to whom a separate deletion request must be addressed.** W4YG does not obtain any Data transferred directly by a Candidate to Employers or Recruiters outside the Website, such as by post, direct email to Employers (Recruiters), or an application form on Employers' websites.

2. W4YG enables contact to be initiated solely by the Website Owner and only with an Employer or Recruiter (W4YG Messenger/W4YG Chat).

1) Communication via W4YG Chat may be initiated solely by W4YG.
2) W4YG Chat may be used only by logged-in Users holding an active Employer/Recruiter Account on the Website, subject to the conditions laid down in these Terms and Conditions, generally applicable law and respect for the principles of social coexistence.
3) By using W4YG Chat, the Employer/Recruiter consents to the transfer of their Personal Data (first name, surname and message content) to W4YG and to W4YG processing them for the purpose of providing a response.
4) A request to delete Data provided in the W4YG Messenger, depending on its scope, constitutes resignation from further use of W4YG Chat or from use of part or all of the W4YG Chat conversation history and will result in immediate deletion of the Candidate's Data from the Website to the requested extent, unless those Data remain in an active Employer or Recruiter Account.

VII. Disclosure of Personal Data.

1. Recipients of a Service Recipient's Personal Data may include:

1) providers of IT systems and IT services,
2) entities providing W4YG with accounting, customer service quality assessment, debt collection, legal, analytical and marketing services,
3) postal operators and couriers,
4) electronic payment system operators and banks for payment processing,
5) purchasers of receivables and debt collection agencies – where a User fails to meet obligations under an electronic services agreement,
6) the Controller's subcontractors, associates and clients, i.e. entities performing a service for or with W4YG or using Services provided by the Controller in connection with an agreement, in particular Employers in relation to Candidates' Personal Data,
7) operators of social media platforms and online services referred to in Chapter XIV of this Privacy Policy,
8) authorities entitled to receive Personal Data under the law.

2. Users' Data may be transferred to third countries, such as the United Kingdom or the United States of America. The transfer of Personal Data to the United Kingdom is possible because, on 28 June 2021, the European Commission found in two implementing decisions that the United Kingdom of Great Britain and Northern Ireland ensures an adequate level of Personal Data protection equivalent to that guaranteed under the GDPR (Commission decisions C(2021) 4800 final and C(2021) 4801 final). The transfer of Personal Data to the United States is possible because, on 10 July 2023, the European Commission adopted a new implementing adequacy decision concerning the "EU–US Data Privacy Framework" (Commission Decision 2023/1795, notified under document C(2023) 4745).

VIII. Personal Data Retention Period.

1. Personal Data of Users who hold an Account on the Website, i.e. Employers, Recruiters and Candidates, will be processed for the duration of the Service Agreement, until the Account is deleted (termination of the agreement), and thereafter until the limitation period for claims has expired and the periods requiring the Controller to retain documentation have ended.
2. Personal Data of Users who do not hold a Candidate Account on the Website but apply for Job Offers will be processed for the duration of the One-Time Agreement (sending the application to the Employer), until expiry of the limitation period for claims and statutory document-retention periods binding the Controller.
3. Personal Data of Website Users without an Account who submit an enquiry via the Contact Form are stored for the period necessary to process the enquiry, until a response is provided.
4. Personal Data of Website Users without an Account who submit a report via the Report Form are stored for the period necessary to process the report, until the limitation period for claims expires and the required document-retention periods end.
5. Personal Data of Website Users without an Account who have subscribed to the Newsletter or matched Job Offers will be processed for the duration of the Service, until the limitation period for claims expires and the statutory document-retention periods binding the Controller end.
6. Personal Data of other Website Users (including those without an Account) are stored for a period corresponding to the life cycle of Cookies stored on their devices or until the User changes the Cookie settings in their web browser.
7. Personal Data of Users who hold an Account on the Website, i.e. Employers, Recruiters and Candidates, and use the Internal Messenger or W4YG Chat, will be processed for the duration of the Service Agreement until the Account is deleted (termination of the agreement), and after termination until expiry of the limitation period for claims and periods requiring the Controller to retain documentation, or until an authorised person requests deletion of Data from the Internal Messenger or W4YG Chat, subject to the limitation periods for claims and documentation-retention periods applicable to W4YG as processor.

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

1. A User who has consented to processing of their Personal Data for the purpose of:

1) receiving Job Offers and/or
2) participating in recruitment processes and/or
3) receiving the Newsletter and/or
4) carrying out marketing activities (referred to in Chapter III, section 3, item 7 above) and/or
5) handling an enquiry through the Contact Form,
6) ensuring the operation of and access to the Website,

7) using the Internal Messenger or W4YG Chat,

has the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal. Withdrawal of consent has no adverse consequences but may affect further use of Website Services lawfully provided by the Controller on the basis of consent.

2. A User whose Personal Data are processed for direct marketing of W4YG's own services and products (Chapter III, section 3, item 5 above), direct marketing of Employers' or third parties' services and products (Chapter III, section 3, item 6 above), or to ensure appropriate convenience for Website Users and adapt Website functionality to their needs, including interface language, **has the right to object at any time without giving a reason. Following such objection, W4YG will no longer process Personal Data for that purpose.**
3. The User also has the following rights:

1) access to and receipt of a copy of their Personal Data – the User has the right to obtain confirmation regarding the Data processed, and to obtain:
   a) access to their Personal Data,
   b) information on processing purposes, categories of Personal Data processed, recipients or categories of recipients, and the envisaged retention period (or the criteria determining it),
   c) information on their rights, the right to lodge a complaint with a supervisory authority, the source of Data and automated decision-making (including profiling),
   d) information on safeguards used in connection with transfers of Data outside the European Union,
   e) a copy of their Personal Data.
2) rectification (correction) of their Personal Data – the User has the right to correct and supplement their Personal Data by independently modifying them in their Account on the Website.
3) restriction of Personal Data processing – such a request may restrict the ability to use Website Services requiring processing of particular categories of Personal Data and may stop marketing communications; the User has the right to request restricted use of Personal Data where:
   a) the User disputes the accuracy of Personal Data – restricting use of the Data for no longer than 7 days,
   b) the User's Personal Data are processed unlawfully,
   c) the User's Personal Data are no longer necessary for the purposes for which they were collected or used, but are needed by the User to establish, pursue or defend claims,
   d) an objection to the use of Personal Data has been lodged – restriction applies for the period necessary to consider whether the User's interests, rights and freedoms outweigh the interests pursued by the Controller.
4) erasure of Personal Data – the so-called "right to be forgotten" – the User has the right to request erasure of all or some Personal Data processed by the Controller; the right to be forgotten applies where:
   a) the User withdraws specific consent insofar as processing was based on prior consent,
   b) Personal Data are no longer needed for the purposes for which they were collected or processed,
   c) the User objects to the use of their Data for marketing, statistical or satisfaction survey purposes,
   d) the User's Personal Data are processed unlawfully.

5) portability of Personal Data – the User has the right to receive Personal Data they have provided and transmit them to another controller of their choice; the User may also request direct transmission of Personal Data to another controller where technically feasible; W4YG, which holds the User's Personal Data, will provide them in a commonly known and reproducible file format (e.g. doc., xls.).

6) lodging a complaint with the competent data protection supervisory authority in their jurisdiction.

4. objection – for reasons related to their particular situation; the User has the right to object to processing carried out by the Controller because it is necessary for the legitimate interests of the Controller or third parties, following which the Controller may no longer process the User's Personal Data unless it demonstrates compelling legitimate grounds for processing overriding the User's interests, rights and freedoms.

5. Despite a request to delete Personal Data following an objection or withdrawal of consent, W4YG may retain Personal Data necessary for establishing, pursuing or defending claims, in particular:

1) company name or first name and surname,
2) email address, registered office address, correspondence address or service address,
3) application history and history of activity on the Website.

6. Requests made by Users under the above rights are handled within the following periods:

1) without undue delay after receipt, but no later than 1 month,
2) in the case of complex requests or a greater number of requests, W4YG reserves the right to respond within 2 months, having first informed the User,
3) updating requests entered in IT systems may take up to 72 hours.

X. Complaints and Requests.

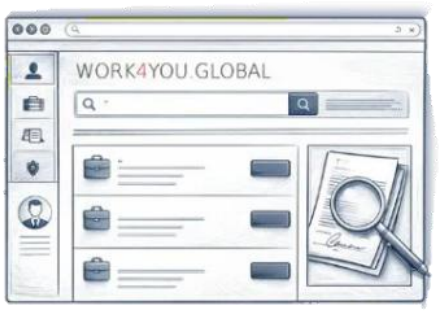
1. Users may submit requests, complaints and enquiries concerning the processing of Personal Data and the exercise of their rights.

2. Users also have the right to lodge a complaint with the competent data protection supervisory authority in their jurisdiction where their Personal Data protection rights have been infringed.

3. When considering complaints and requests, the Controller may process Data supplied by the User during Registration on the Website or in an email notification giving rise to the complaint or request, as well as documents attached to it. The legal basis for processing those Data is the legitimate interest in ensuring the proper functioning of Services provided through the Website and building positive relationships with Users based on fairness and loyalty.

4. To establish, pursue and enforce claims, W4YG may process Data supplied in the Employer (Recruiter) Account, Employer Dashboard, Candidate Account or Candidate Dashboard, including company name, first name and surname, address, registration numbers, email address and other Data supplied by an Employer (Recruiter) or Candidate necessary to establish the existence of a claim, including the amount of loss incurred. The legal basis for processing such Data is W4YG's legitimate interest in establishing, pursuing and enforcing claims and defending against claims.

XI. Controller's Liability.



1. W4YG is not liable, among other things, for:

1) content published on the Website by Employers, particularly Job Offers or Employer Profiles,

2) content on websites not owned by W4YG to which links may appear in content published by Users, including links to Employers' websites,

3) loss of Data by a User due to external factors (e.g. power failure or blackout) or circumstances beyond the Controller's control (including force majeure or actions of third parties),

4) damage caused by an Employer, Recruiter or Candidate disclosing a login or password, or by third parties using login details or passwords for an Employer (Recruiter) Account or Candidate Account,

5) an Employer or Candidate providing false or incomplete Data or information, including during Registration.

2. The Personal Data Controller may entrust the processing of Personal Data to another entity under a data processing agreement or enter into a joint controllership agreement with an appropriate entity.

3. W4YG is not responsible for any actions of third parties concerning the content or scope of Users' Personal Data or for any resulting damage.

4. The Controller is not responsible for processing of Personal Data by an Employer to whom a Candidate's Personal Data have been disclosed (transferred) via the Website (e.g. applications for Job Offers or messages in the Internal Messenger). Once the Candidate's Personal Data have been transferred to an Employer, that Employer becomes their controller and is obliged to fulfil the requirements of mandatory law. At the same time, under its agreement with W4YG, the Employer entrusts W4YG, as processor, with Candidates' Personal Data stored in the Employer Account.

XII. Cookies Policy.

1. Cookies (so-called "cookies") are computer data, in particular text files, stored on a User's terminal device and intended for use of the Website's pages.
2. Cookies contain:

1) the name of the website from which they originate,

2) their storage period on the terminal device,

3) a unique number.

3. W4YG and other authorised entities participating in the creation of the Website place Cookies on Users' terminal devices and access them.
4. Cookies used on the Website are intended to adapt its web pages to User preferences; in particular, they allow recognition of the User's device and appropriate display of a webpage tailored to individual needs. They also enable the preparation of statistics showing how the Website is used, providing a basis for improving its structure and content.
5. In many cases, web-browsing software (a web browser) allows Cookies to be stored on a User's terminal device by default. Users may change Cookie settings at any time. In particular, they may

change the settings to block automatic handling of Cookies in the browser or to receive a notification whenever Cookies are placed on the device. Detailed information about how to manage Cookies is available in the settings of the browser used by the User.

6. Cookies have a retention period after which they expire.
7. The Website uses the following types of Cookies:

1) session Cookies, i.e. temporary files stored on the User's device until the User logs out of the Website, leaves the page or closes the browser; and
2) persistent Cookies – stored for the period specified in Cookie parameters or until deleted by the User.

8. The following Cookies are used on the Website:

1) essential Cookies – necessary for operation of the Website, generally used in response to User actions, e.g. privacy preference settings,
2) functional Cookies – enabling the settings selected by a User to be saved, e.g. language selection or preferred labour market,
3) statistical Cookies – allowing technical storage or access used exclusively for anonymous statistical purposes,
4) marketing Cookies – used to track Users in order to display advertisements that may be relevant and interesting to them.

9. Use of Cookies other than essential Cookies requires the User's prior consent. Giving consent is voluntary. Users may change or withdraw consent at any time or modify their Cookie choices by changing browser settings, for example:
   1) **Internet Explorer** – Menu → Tools → Internet Options → Privacy → Level slider → 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/Keep Cookies and Site Data by Default until the Browser Closes.→→→→→→
   4) **Opera** – Menu → Tools → Preferences → Advanced → Check/Uncheck Cookies.→→→→
10. A User visiting the Website for the first time (or after deleting Cookies from the device) will see a request for consent to use Cookies. The User may consent to Cookies, limit the use of individual Cookie categories or completely disable Cookies other than essential ones by clicking the appropriate button.
11. A User visiting the Website for the first time (or after deleting Cookies from the device) will also see information on the language detected from their browser settings and a question about their preferred labour market. The User may accept or change these preferences at any time.
12. The Controller advises that restrictions on Cookies may affect certain functionalities available on the Website.

XIII. Marketing Activities.

1. We inform Users that the Website may use Google Analytics and Google Remarketing tools – website traffic analysis services provided by Google LLC, 1600 Amphitheatre Parkway, Mountain View, California 94043, USA (hereinafter "Google").
2. The Google services referred to above use Cookies, i.e. text files stored on a User's computer which enable analysis of website use (in this case, the Website). Information generated by Cookies about the User's use of the Website (including their IP address) is transmitted to and stored on a Google server in the United States. Google uses the stored information to evaluate the User's use of the Website, produce reports on Website traffic for the Personal Data Controller and provide additional internet services connected with Users' use of the Website.
3. Google may transfer information collected about Users to third parties where required by law or to the extent necessary for third parties to process Data on Google's behalf. However, IP addresses are never identified with other User data held by Google.
4. Users may opt out of Google Cookies by selecting appropriate browser settings, taking into account that some Website features may then be unavailable. Use of the Website's Services is tantamount to consent to Google processing Personal Data in the manner and for the purposes described above. Consent may be withdrawn at any time with future effect by disabling the Google Analytics browser extension. For convenience, we provide a link to the opt-out add-on: **http://tools.google.com/dlpage/gaoptout?hl=pl**.
5. We inform Users that the Website may use Google Analytics with the "_anonymizeIp()" extension, so that all IP addresses are recorded and processed only in truncated form. Direct identification of a given User is therefore excluded.
6. The Google Analytics remarketing function makes it possible to learn about Users' preferences based on pages visited and thereby analyse the effectiveness of advertising displayed on websites by Google and third parties. Using Cookies stored for this purpose, Google and other service providers may display advertising boxes based on Users' previous visits to websites.
7. Google Analytics is also used to analyse data from Google AdWords and DoubleClick Cookies for statistical purposes and to better tailor displayed advertisements to the User's profile.
8. If a User does not accept the function described above, it can be disabled at any time at: https://adssettings.google.com/authenticated
9. DoubleClick Cookies assign an anonymous identification number (ID) to a browser to record advertisements displayed in individual browsers and their views. These files do not contain information identifying a specific person. DoubleClick Cookies are used solely to display advertisements to Users corresponding to interests inferred from previous visits to the Website. All information generated by Cookies is transferred by Google for analysis to a server in the United States and stored there.
10. When Google AdWords is used, Cookies are stored on the User's computer immediately after clicking an advertisement published by Google. This function is not used to identify the User but only the advertising box through which the User reached a page. Every Google AdWords client, including W4YG, receives different Cookies, preventing Users from being tracked across websites.

Information obtained in this way is used only for statistical purposes. Google AdWords clients, including the Personal Data Controller, do not receive any information identifying Users.

11. Detailed information on Google service terms and data protection is available at: **http://www.google.com/analytics/terms/de.html** or https://www.google.pl/intl/pl/policies/

XIV. Website Profiles on Social Media and Online Services – So-Called "Social Plugins".

1. The Website uses so-called "social plugins" which redirect to W4YG profiles, including on Facebook and Instagram social networks and the YouTube website.
2. When social plugins on the Website are used, data are exchanged between the User and the social network or online service.
3. The Controller does not process the Data referred to in section 2 above and has no knowledge of what User Data are collected by the platforms referred to in section 1. Information on this should be found in the privacy policy or terms and conditions of the social network or online service concerned.
4. When operating a corporate Website profile on the platforms referred to in section 1, W4YG processes Personal Data of users who visit, follow or comment on those profiles or otherwise interact with the Website's social media profile.
5. In connection with operating Website profiles on social media, Personal Data supplied by the social media user and Data obtained from the social or online platform operator are processed, including first name, surname, name, user ID and, where relevant, the content of comments.
6. Personal Data specified in section 5 are processed for purposes constituting the legitimate interest of the Personal Data Controller (Article 6(1)(f) GDPR), including:

1) operating Website profiles on social media or online services in accordance with the rules set by their operators,
2) informing people through the Website's profile about its activities, including promotions, contests, Job Offers and industry articles, etc.,
3) building and strengthening relations with potential and existing clients and partners, particularly Employers, Recruiters and Candidates, by communicating through available functions,
4) analysing and compiling statistics on the operation, popularity and manner of use of Website profiles by social media or online service users,
5) analysing and responding to comments published by users of social media or online services,
6) establishing, pursuing and defending potential claims concerning use of the Website's profile on a social media platform or online service.

7. Providing Personal Data by a user of a social media platform or online service through the Website profile is voluntary; however, failure to provide them may prevent full use of the Website profile's functionality on that platform.

XV. Final Provisions.

1. This Privacy Policy will be amended as necessary and in response to changes in mandatory legal provisions.
2. The Controller informs Users of any material changes to the Privacy Policy by publishing an appropriate notice on the Website.
3. The Privacy Policy is a document compliant with the Website Terms and Conditions and mandatory legal provisions.
4. The so-called Appendices (Annexes) form an integral part of this Privacy Policy.