

# PRIVACY POLICY FOR ONLINEJOBSEU.COM

## 1. INTRODUCTION, SCOPE, AND BINDING NATURE OF THE PRIVACY POLICY

**1.1** This Privacy Policy (hereinafter referred to as the “Policy”) sets out the manner in which ONLINEJOBS EU SRL, a legal entity organized and existing under the laws of Romania, having its registered office in Oradea Municipality, Bihor County, Romania (hereinafter referred to as “OnlineJobs”, “Onlinejobseu.com”, the “Company”, or the “Platform Operator”), processes Personal Data in connection with the access to, registration on, browsing of, and use of the digital platform available at [www.onlinejobseu.com](http://www.onlinejobseu.com) (hereinafter referred to as the “Platform”).

The Platform enables Users to access and use functionalities relating to job listings, recruitment processes, project-based opportunities, B2B Listings, commercial requests, service requirements, professional collaborations, communication tools, subscription management, payment-related functionalities, and other related Services made available through the Platform from time to time.

OnlineJobs acts as a Data Controller in respect of the Personal Data processed within the technical and operational infrastructure of the Platform, insofar as it determines the purposes and means of such processing in connection with the provision, maintenance, administration, security, improvement, moderation, compliance, and commercial operation of the Platform.

### 1.2 DEFINITIONS OF TERMS:

**For the purposes of this Policy, the following terms shall have the meanings set out below:**

**“Anonymized Data”** means data which has been processed in such a manner that it can no longer be attributed to an identified or identifiable natural person, whether directly or indirectly, and which therefore no longer constitutes Personal Data within the meaning of the GDPR, provided that the anonymization process is irreversible and prevents re-identification by reasonably available means.

**“Applicant”** means any natural person who accesses, registers with, or otherwise uses the Platform for the purpose of identifying, applying for, or engaging in job opportunities, recruitment processes, professional opportunities, project-based collaborations, or similar arrangements, and who provides Personal Data in connection with such activities.

**“B2B Listing”** means any business-to-business opportunity, commercial request, project proposal, service requirement, outsourcing opportunity, subcontracting opportunity, consultancy assignment, collaboration proposal, or similar professional opportunity published through the Platform by an Employer or Business User and addressed to other Employers, Business Users, or professional participants.

**“Business User”** means any User acting for purposes relating to their trade, business, craft, profession, company, or independent commercial activity, including Employers, legal entities, authorized professionals, sole traders, freelancers, service providers, consultants, or other professional participants using the Platform **in connection with project-based, B2B, commercial, or professional opportunities.**

**“Company”** means ONLINEJOBS EU SRL, a legal entity organized and existing under the laws of Romania, acting as the operator of the Platform and as a Data Controller in respect of Personal Data processed within the technical and operational infrastructure of the Platform.

**“Cookies”** means small text files or similar technologies stored on, accessed from, or otherwise associated with a User’s device, which may be used to enable technical functionality, preserve authentication sessions, enhance user experience, perform analytics, support security measures, prevent fraud or abuse, and improve the performance of the Platform.

**“Data Controller”** shall have the meaning assigned under Article 4(7) of the GDPR and refers to the natural or legal person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data. For the purposes of this Policy, OnlineJobs acts as a Data Controller in relation to the operation, administration, maintenance, security, improvement, moderation, compliance, and provision of the Platform, while Employers and, where applicable, Business Users act as independent Data Controllers in relation to Personal Data processed by them outside the technical and operational environment controlled by OnlineJobs.

**“Data Processor”** shall have the meaning assigned under Article 4(8) of the GDPR and refers to any natural or legal person which processes Personal Data on behalf of a Data Controller and only on the basis of that controller’s documented instructions.

**“Data Subject”** means any identified or identifiable natural person whose Personal Data is processed in connection with the access to, registration on, browsing of, or use of the Platform, including Applicants, Users, and natural persons acting on behalf of Employers,

Business Users, legal entities, companies, service providers, or other professional participants.

**“Employer”** means any natural person acting in a professional capacity, legal entity, company, organization, recruitment entity, business operator, or professional user that uses the Platform for the purpose of publishing job listings, project opportunities, recruitment announcements, identifying candidates, reviewing Applicant profiles, communicating with Applicants, or engaging in recruitment-related, employment-related, commercial, B2B, or project-based activities.

Where an Employer is a legal entity, references to Personal Data relating to Employers shall be understood as referring exclusively to Personal Data of natural persons acting on behalf of, representing, managing, administering, or otherwise interacting with the Platform in connection with that Employer.

For the avoidance of doubt, where an Employer accesses, publishes, responds to, applies to, submits proposals for, or otherwise interacts with B2B Listings, project-based opportunities, commercial requests, service requirements, outsourcing opportunities, subcontracting opportunities, consultancy assignments, collaboration proposals, or other business-to-business functionalities made available through the Platform, such Employer shall be deemed to act, in that specific context, as a Business User.

**“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the protection of natural persons with regard to the processing of Personal Data and the free movement of such data, and repealing Directive 95/46/EC.

**“Personal Data”** shall have the meaning assigned under Article 4(1) of the GDPR and means any information relating to an identified or identifiable natural person, including, without limitation, identification data, contact data, account data, professional information, CVs, communication data, billing-related data, technical identifiers, online identifiers, interaction data, and any other information which may identify, directly or indirectly, a Data Subject.

**“Platform”** means the digital recruitment, project-based, B2B, commercial, and professional intermediation infrastructure operated by OnlineJobs and accessible through [www.onlinejobseu.com](http://www.onlinejobseu.com), including its website, interfaces, accounts, tools, functionalities, databases, communication systems, job listing modules, project-based opportunity modules, B2B Listing modules, subscription management systems, and any related Services made available to Users.

**“Processing”** shall have the meaning assigned under Article 4(2) of the GDPR and refers to any operation or set of operations performed on Personal Data, whether or not by automated means, including, without limitation, collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, dissemination, restriction, erasure, or destruction.

**“Project Participant”** means any User, including an Applicant, Employer, Business User, professional, freelancer, authorized individual, company, legal entity, contractor, subcontractor, consultant, service provider, or other professional participant, who publishes, responds to, submits a proposal, bid, offer, expression of interest, or otherwise participates in relation to a project-based opportunity, assignment, service request, collaboration proposal, B2B Listing, or similar professional opportunity made available through the Platform.

**“Services”** means the functionalities, tools, systems, interfaces, access rights, digital infrastructure, and online services made available through the Platform, including, without limitation, account creation and management, publication, browsing, ranking, visibility, and management of job listings, publication and management of project-based opportunities, publication, browsing, response, and management of B2B Listings, Applicant profile creation, application submission, proposal and bid submission, communication between Users, access to User-generated content, ranking and visibility functionalities, subscription management, payment-related functionalities, moderation tools, and any other recruitment related, employment-related, project-related, B2B, commercial, or professional collaboration features made available by OnlineJobs from time to time.

**“Third-Party Service Provider”** means any external entity engaged by OnlineJobs for the purpose of supporting the operation, maintenance, security, payment processing, analytics, hosting, communication, moderation, compliance, or technical administration of the Platform, including entities acting as Data Processors within the meaning of Article 4(8) of the GDPR.

**“User”** means any natural person who accesses, browses, registers with, or otherwise interacts with the Platform in any capacity, including Applicants, individuals acting on behalf of Employers, Business Users, Project Participants, legal entities, companies, service providers, or other professional participants, irrespective of whether such interaction results in the creation of an account, the submission of an application, the publication of a job listing, the publication or response to a B2B Listing, the submission of a

proposal or bid, or the establishment of any contractual or pre-contractual relationship.

**1.3 Material and Personal Applicability** The provisions of this Policy apply to any natural person whose Personal Data is processed through or in connection with the access to, browsing of, registration on, or use of the Platform, including, without limitation, Applicants, Users, individuals acting on behalf of Employers, Business Users, Project Participants, legal entities, companies, service providers, contractors, subcontractors, consultants, collaborators, or other professional participants interacting with the Platform.

For the avoidance of doubt, where an Employer, Business User, Project Participant, legal entity, company, service provider, contractor, subcontractor, consultant, or other professional participant is not a natural person, the provisions of this Policy shall apply exclusively to Personal Data relating to identified or identifiable natural persons acting on behalf of, representing, managing, administering, communicating for, or otherwise interacting with the Platform in connection with such entity or professional participant.

For the purposes of this Policy, such persons shall be considered Data Subjects only to the extent that their Personal Data is processed by OnlineJobs in accordance with applicable data protection legislation and within the technical, operational, contractual, commercial, or compliance-related context of the Platform.

**1.4** This Policy constitutes an integral, inseparable, and substantively coextensive component of the broader contractual framework governing the relationship between the Company and its Users and shall be construed, interpreted, and applied in strict conjunction with the Platform's Terms and Conditions.

In the event of any inconsistency, contradiction, or interpretative divergence between the provisions of this Policy and those contained in the Terms and Conditions, the provisions of this Policy shall prevail and take precedence with respect to any matters relating, whether directly or indirectly, to the processing, storage, retention, or management of personal data.

**1.5 Acknowledgement and Legal Assent** By accessing the Platform, creating an account, completing registration procedures, or otherwise making use of any of its functionalities, the User expressly acknowledges and confirms that they have read, understood, and accepted the provisions of this Policy in their entirety.

Where required by applicable law or implemented through the Platform's technical or functional configurations, such conduct—whether manifested through continued use or explicit digital confirmation—shall constitute valid, informed, and unambiguous consent to

the processing of personal data as described herein.

## **2. DESIGNATION OF THE DATA CONTROLLER AND CONTACT DETAILS**

**2.1 Legal Qualification Under Applicable Data Protection Law** For the purposes of applicable data protection legislation, including Regulation (EU) 2016/679 (General Data Protection Regulation – “GDPR”), OnlineJobs acts in its own name and on its own behalf as an independent Data Controller with respect to the Personal Data processed in connection with the operation, administration, maintenance, security, improvement, moderation, compliance, commercial management, and provision of the Platform, insofar as OnlineJobs determines the purposes and means of such processing within the limits of its technical infrastructure, operational environment, and Services made available through the Platform.

In this capacity, OnlineJobs assumes the legal responsibilities incumbent upon a Data Controller under applicable data protection legislation, without prejudice to the independent controller status of Employers and, where applicable, Business Users, in relation to any Personal Data processed by them outside the Platform’s technical and operational environment, including in connection with recruitment processes, project-based engagements, B2B Listings, commercial communications, contractual negotiations, or any subsequent relationship established directly between Users.

**2.2 Identification and Contact Details** Any formal notification, legal challenge, statutory query, or administrative exercise of rights derived under the GDPR must be channeled exclusively through the corporate and institutional coordinates set forth hereinbelow:

- **Company:** ONLINEJOBS EU SRL
- **Registered Office:** Oradea Municipality, Bihor County, Romania
- **Trade Registry Number:** J2026023781005
- **VAT NUMBER:** 54457207
- **Contact:** support@onlinejobseu.com

### **2.3 Data Protection Inquiries and Oversight**

Users and Data Subjects may submit inquiries, requests for clarification, complaints, or any other communications relating to the processing of their Personal Data through the contact details indicated above, OnlineJobs undertaking to examine such communications in accordance with applicable legal requirements and within the time limits provided by data protection legislation.

Where required by applicable law, or where deemed appropriate in light of the nature, scope, context, and purposes of the processing activities carried out through the Platform, OnlineJobs may designate a Data Protection Officer or an equivalent data protection contact point, whose details shall be made available through the Platform.

### **3. TAXONOMY AND CATEGORIZATION OF PERSONAL DATA SUBJECT TO PROCESSING**

In order to ensure the proper, continuous, and efficient operation of its online recruitment infrastructure, OnlineJobs processes distinct categories of personal data, structured and classified according to the source of collection and the nature of the interaction performed by the Data Subject within the Platform.

#### **3.1 Personal Data Provided Directly by Users**

In order to ensure the proper, continuous, secure, and efficient operation of the Platform and of the Services made available through it, OnlineJobs processes distinct categories of Personal Data, structured and classified according to the source of collection, the nature of the User's interaction with the Platform, the relevant functionality accessed, and the purposes for which such data is necessary.

The categories of Personal Data processed by OnlineJobs may vary depending on whether the Data Subject acts as an Applicant, as an individual acting on behalf of an Employer, as a Business User, as a Project Participant, or as another professional participant interacting with the Platform.

The Platform processes Personal Data voluntarily and knowingly provided by Users in the context of account registration, profile configuration, subscription management, publication of listings, submission of applications, proposals, bids, offers, or subsequent use of the Platform's functionalities, such data including, without limitation:

- identification data, such as first name, last name, username, professional title, position, role, and other relevant personal identifiers;
- contact details, including email address, telephone number, location-related information, country of residence, domicile, or other contact information provided through the Platform;
- authentication data, including account credentials, login-related information, account security details, and other access-related data processed in a secure and protected manner;

- professional and profile-related data, including Curriculum Vitae (CV), employment history, qualifications, skills, certifications, education, professional experience, portfolios, descriptions of professional activity, and any additional information included in User profiles;
- data relating to Employers, Business Users, Project Participants, or their representatives, including company identification details, registration information, billing details, professional contact persons, representative names, internal roles, and information submitted by individuals acting on behalf of legal entities or professional users;
- content relating to job listings, project-based opportunities, B2B Listings, commercial requests, service requirements, outsourcing opportunities, subcontracting opportunities, consultancy assignments, collaboration proposals, budgets, deadlines, technical specifications, commercial conditions, proposals, bids, offers, expressions of interest, and related professional communications;
- communications and materials transmitted through the Platform, including messages, applications, proposals, bids, offers, documents, attachments, portfolio materials, business information, commercial correspondence, and any other content exchanged between Users through the Platform's communication systems.

Users acknowledge and agree that they remain solely responsible for the accuracy, completeness, lawfulness, relevance, and appropriateness of any Personal Data, documents, professional information, commercial information, or other materials they provide, upload, publish, transmit, or otherwise make available through the Platform.

### **3.2 Data Generated Through Platform Interaction**

OnlineJobs also processes Personal Data generated as a result of Users' interactions with the Platform, insofar as such data is necessary to ensure the functionality, security, integrity, continuity, and proper operation of the Services provided, including, without limitation:

- records of job applications, project-related proposals, B2B Listing responses, commercial offers, bids, expressions of interest, and related interaction history submitted by Users;
- communications exchanged between Users through the Platform's internal messaging, communication, application, proposal, or interaction systems;
- activity logs reflecting actions performed within User accounts, including account access, listing publication, application submission, proposal submission, profile updates, dashboard actions, subscription-related actions, and other account-level interactions;
- preferences, search criteria, saved searches, filters, interaction patterns, browsing

activity, and engagement metrics relating to job listings, project-based opportunities, B2B Listings, User profiles, proposals, bids, or other Platform content;

- data relating to the visibility, ranking, moderation status, publication status, performance, response rate, or interaction history of job listings, project-based opportunities, B2B Listings, profiles, proposals, applications, and other User generated content;
- records necessary for fraud prevention, platform integrity, dispute management, complaint handling, enforcement of the Terms and Conditions, security monitoring, or compliance with legal obligations.

### **3.3 Technical and Automatically Collected Data**

Upon accessing, browsing, registering with, or otherwise interacting with the Platform, certain technical and automatically generated data may be collected through the underlying systems, servers, cookies, logs, and security infrastructure, including, without limitation:

- Internet Protocol (IP) addresses and other online identifiers;
- device identifiers, device type, browser type, operating system, language settings, screen configuration, and other technical environment information;
- timestamps, session duration, access logs, login attempts, authentication events, system events, and usage logs;
- navigation patterns, clickstream data, interaction behavior, page views, referral information, and functional usage data within the Platform;
- data necessary to detect, prevent, investigate, or mitigate fraudulent activity, automated scraping, unauthorized access attempts, abuse of the Platform, cybersecurity incidents, or conduct contrary to the Terms and Conditions.

Such data may be collected through cookies, local storage technologies, log files, tracking pixels, web beacons, and similar technologies, the use of which is further detailed in the dedicated Cookies Policy.

### **3.4 Personal Data Acquired via Third-Party Channels**

In certain operational, technical, commercial, or compliance-related contexts, OnlineJobs may receive Personal Data from Third-Party Service Providers or external partners, strictly to the extent necessary for the functioning, security, administration, and lawful provision of the Platform, including, without limitation:

- payment processors, banks, or payment service providers, in connection with subscription management, billing, invoicing, transaction confirmation, fraud prevention, and payment verification;

- analytics, diagnostics, monitoring, and performance measurement providers, for the purpose of improving the Platform's functionality, security, usability, and user experience;
- hosting, cloud infrastructure, server administration, cybersecurity, maintenance, technical support, and system integrity providers;
- communication, email delivery, notification, or customer support tools used to manage Platform-related communications with Users;
- public authorities, courts, regulators, or third parties, where Personal Data is received in connection with legal obligations, complaints, disputes, investigations, or enforcement procedures.

Where such data is received, it shall be processed strictly for the purposes outlined in this Policy and in compliance with applicable data protection legislation.

### **3.5 Aggregated and Anonymized Data**

OnlineJobs may process data in aggregated or anonymized form, in such a manner that it no longer allows the identification of a specific individual, whether directly or indirectly, for purposes including statistical analysis, business intelligence, system optimization, security enhancement, performance measurement, fraud prevention, service improvement, and development of new functionalities.

Such data does not constitute Personal Data within the meaning of the GDPR and may be retained and used without temporal limitation, provided that it cannot be used to identify, re-identify, single out, or otherwise relate to a Data Subject by reasonably available means.

## **4. PURPOSES OF PROCESSING AND ASSOCIATED LEGAL BASES**

OnlineJobs processes Personal Data exclusively for specified, explicit, legitimate, and proportionate purposes, ensuring that each processing activity is grounded in a valid legal basis under Article 6 of the GDPR and is carried out in accordance with the principles of lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, confidentiality, and accountability.

The specific purposes and legal bases applicable to the processing of Personal Data may vary depending on the category of User concerned, the functionality accessed, the nature of the interaction carried out through the Platform, and the role assumed by the relevant Data Subject, including as Applicant, representative of an Employer, Business User, Project Participant, or other professional participant.

### **4.1 Performance of the Contract – Art. 6(1)(b) GDPR**

Personal Data is processed where such processing is necessary for the formation, execution,

administration, and ongoing performance of the contractual relationship established between the User and OnlineJobs, including all operations required to ensure the availability, functionality, continuity, security, and proper use of the Services requested by the User through the Platform.

Processing carried out on this legal basis may include, without limitation:

- the creation, verification, maintenance, administration, authentication, and management of User accounts, profiles, dashboards, access rights, and related Platform functionalities;
- the provision of functionalities enabling Employers and Business Users to publish, manage, rank, promote, browse, respond to, or otherwise interact with job listings, project-based opportunities, B2B Listings, commercial requests, service requirements, collaboration proposals, and other professional opportunities;
- the facilitation of Applicant interactions, including profile creation, submission of applications, transmission of CVs and professional materials, communication with Employers, and participation in recruitment-related processes made available through the Platform;
- the facilitation of project-based and B2B interactions, including the submission, transmission, management, and review of proposals, bids, offers, expressions of interest, commercial communications, technical specifications, budgets, deadlines, and related professional materials;
- the enabling and administration of communication channels between Users, including messaging systems, application tools, proposal tools, notifications, interaction mechanisms, and other communication functionalities integrated within the Platform;
- the management of Subscription Plans, account limitations, access rights, paid functionalities, publication rights, B2B Listing functionalities, project-based functionalities, billing-related workflows, and service-related configurations;
- the technical execution of ranking, visibility, search, filtering, recommendation, display, and matching functionalities between Users, listings, profiles, applications, project opportunities, B2B Listings, proposals, or other Platform content;
- the provision of user support, account assistance, operational notices, service communications, and other communications necessary for the administration and use of the Platform.

Such processing is strictly limited to what is necessary for the execution of the Services requested by the User and for the performance of the contractual relationship between the User and OnlineJobs, and shall not extend beyond what is reasonably required for such purposes.

#### **4.2 Legitimate Interests of the Data Controller – Art. 6(1)(f) GDPR**

OnlineJobs may process Personal Data on the basis of its legitimate interests, provided that such interests are not overridden by the interests, fundamental rights, or freedoms of the

Data Subjects and that the processing remains necessary, proportionate, and appropriate in relation to the pursued purpose.

Such legitimate interests may include, without limitation:

- ensuring the security, integrity, availability, resilience, and proper functioning of the Platform, including the prevention, detection, investigation, and mitigation of unauthorized access, data breaches, malicious activities, cybersecurity threats, or technical disruptions;
- detecting, preventing, restricting, and mitigating fraudulent behavior, abusive conduct, unlawful use of the Platform, automated scraping, account misuse, fake listings, misleading applications, non-genuine proposals, unauthorized data extraction, circumvention of subscription-based limitations, or any activity contrary to the Terms and Conditions;
- monitoring, measuring, analyzing, and improving the performance, usability, stability, efficiency, accessibility, and user experience of the Platform through analytics, statistical evaluation, diagnostic tools, technical logs, and system optimization;
- developing, testing, improving, and calibrating new functionalities, features, interface elements, ranking systems, search mechanisms, moderation tools, fraud prevention systems, algorithmic parameters, and communication functionalities;
- organizing, displaying, ranking, moderating, or limiting the visibility of job listings, project-based opportunities, B2B Listings, profiles, proposals, applications, bids, messages, or other User-generated content, where necessary to preserve the integrity, relevance, security, and proper functioning of the Platform;
- managing complaints, reports, disputes, internal investigations, user interactions, moderation decisions, contractual enforcement measures, account restrictions, content removal, or other measures necessary to protect the Platform and its Users;
- establishing, exercising, defending, or preserving legal claims, contractual rights, evidence, audit trails, transactional records, technical logs, communications, and other information necessary for legal, administrative, or dispute-related purposes;
- maintaining internal administrative records, corporate governance processes, accounting coordination, operational documentation, risk management procedures, and business continuity measures necessary for the functioning of the Company.

Where processing is carried out on the basis of legitimate interests, OnlineJobs shall implement appropriate safeguards designed to protect the rights, freedoms, and legitimate expectations of Data Subjects, including data minimization, access restrictions, security measures, retention limitations, and the possibility for Data Subjects to object to certain processing activities in accordance with applicable law.

#### **4.3 Compliance with Legal Obligations – Art. 6(1)(c) GDPR**

OnlineJobs processes Personal Data where such processing is necessary for compliance with legal obligations to which the Company is subject under applicable national or

European legislation, including obligations relating to taxation, accounting, invoicing, financial record keeping, regulatory reporting, platform governance, cybersecurity, consumer protection, cooperation with competent authorities, and legal requirements applicable to digital intermediary services.

Processing carried out on this legal basis may include, without limitation:

- compliance with fiscal, accounting, invoicing, bookkeeping, and financial record keeping obligations under applicable Romanian and European legislation;
- issuing, storing, and managing invoices, payment confirmations, transaction records, subscription documentation, billing information, and other documents required by applicable law;
- responding to lawful requests, orders, notices, inquiries, inspections, or binding measures issued by courts, law enforcement authorities, tax authorities, regulatory bodies, supervisory authorities, or other competent public institutions;
- compliance with transparency, content moderation, notice-and-action, complaint handling, platform governance, reporting, and traceability obligations imposed under Regulation (EU) 2022/2065 on a Single Market for Digital Services (Digital Services Act – “DSA”), where applicable;
- retention, disclosure, restriction, or processing of Personal Data where required for audit, reporting, anti-fraud, anti-abuse, cybersecurity, consumer protection, regulatory compliance, or other legally mandated purposes;
- compliance with obligations arising from applicable data protection legislation, including the handling of Data Subject requests, cooperation with supervisory authorities, documentation of processing activities, and implementation of appropriate security and accountability measures.

Any processing carried out on this legal basis shall be limited to what is necessary for the fulfillment of the relevant legal obligation and shall be performed in accordance with applicable statutory requirements.

#### **4.4 Consent – Art. 6(1)(a) GDPR**

Where a processing activity cannot be validly based on contractual necessity, compliance with legal obligations, or the legitimate interests pursued by OnlineJobs, and where applicable law requires the prior authorization of the Data Subject, OnlineJobs shall process Personal Data only on the basis of the Data Subject’s freely given, specific, informed, and unambiguous consent.

Processing based on consent may include, without limitation:

- the transmission of marketing communications, commercial newsletters, promotional messages, product updates, offers, or similar electronic communications, where such communications are not otherwise permitted under applicable law;

- the use of non-essential Cookies, analytics technologies, tracking tools, profiling mechanisms, advertising technologies, or similar technologies requiring prior consent under applicable law;
- participation in surveys, optional feedback mechanisms, promotional campaigns, user research activities, beta testing, or other optional functionalities which are not strictly necessary for the performance of the Services;
- any additional processing activity which, by its nature, purpose, or legal requirements, cannot be carried out in the absence of valid consent.

The Data Subject may withdraw consent at any time, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal and without prejudice to any processing that may continue on another valid legal basis recognized under applicable law.

## **5. INDEPENDENT CONTROLLER STATUS OF EMPLOYERS AND BUSINESS USERS**

### **5.1 Independent Legal Qualification of Employers and Business Users**

Users expressly acknowledge and agree that, within the framework of the interactions, communications, recruitment-related functionalities, project-based opportunities, B2B Listings, commercial requests, service requirements, proposals, bids, offers, and other professional interactions facilitated through the Platform, Employers and, where applicable, Business Users act in their own name and on their own behalf as independent Data Controllers, within the meaning of Article 4(7) of the GDPR, with respect to any Personal Data accessed, obtained, received, downloaded, requested, transmitted, stored, or otherwise processed in connection with Applicants, Project Participants, Business Users, representatives of legal entities, or other natural persons interacting with them through or as a result of the Platform.

This independent controller status applies, without limitation, to Personal Data relating to identification details, contact details, professional qualifications, employment history, portfolios, CVs, communications, commercial correspondence, proposals, bids, offers, business-related materials, and any other information voluntarily submitted, transmitted, disclosed, or otherwise made available by Data Subjects in connection with job listings, project-based opportunities, B2B Listings, recruitment processes, professional collaborations, or commercial interactions initiated through the Platform.

### **5.2 Exclusive Liability and Statutory Compliance of Employers and Business Users**

In light of their independent legal status, Employers and Business Users shall bear sole and exclusive responsibility for ensuring that any Processing activities carried out in relation to Personal Data obtained through or as a result of the Platform, including collection, access, consultation, storage, use, disclosure, transfer, communication, retention, deletion, or any subsequent Processing operations, are conducted in full compliance with applicable data protection legislation, including the GDPR.

Employers and Business Users shall independently determine and rely upon their own lawful basis for Processing Personal Data pursuant to Article 6 of the GDPR and, where applicable, Article 9 of the GDPR, and shall remain solely responsible for the transparency information, notices, consents, safeguards, retention periods, security measures, internal policies, data subject rights procedures, and international transfer mechanisms required in connection with any Processing activities carried out outside or beyond the technical functionalities and operational environment controlled by OnlineJobs.

### **5.3 Absence of Joint Controllership and Limitation of Responsibility**

OnlineJobs does not determine, control, influence, validate, monitor, or supervise the specific purposes, means, legal bases, retention periods, security measures, disclosure practices, transfer mechanisms, or subsequent Processing activities carried out by Employers or Business Users in relation to Personal Data obtained through or as a result of the Platform once such data is accessed, requested, downloaded, extracted, copied, stored, transmitted, or otherwise processed outside the technical functionalities and operational environment made available and controlled by OnlineJobs.

Accordingly, and to the fullest extent permitted under applicable law, OnlineJobs shall not be considered, interpreted, or treated as a joint controller within the meaning of Article 26 GDPR, nor as a processor within the meaning of Article 28 GDPR, in respect of any independent Processing activities carried out autonomously by Employers, Business Users, or other professional participants outside the Platform's technical and operational environment.

### **5.4 User-Initiated Disclosure of Personal Data**

Users expressly acknowledge and agree that any transmission, disclosure, making available, or exchange of Personal Data to Employers, Business Users, Project Participants, or other professional participants through the Platform is carried out voluntarily, at the initiative of the relevant User or Data Subject, and constitutes an inherent and essential component of

the recruitment, project-based, B2B, commercial, and professional intermediation functionalities made available through the Platform.

Consequently, OnlineJobs shall not be held liable for any subsequent Processing activities carried out by Employers, Business Users, or other independent recipients, including, without limitation, any misuse, unauthorized disclosure, unlawful Processing, excessive retention, unlawful transfer, security failure, data breach, failure to respond to data subject requests, or failure to comply with applicable data protection legislation, to the extent that such activities occur outside the technical infrastructure, operational environment, and reasonable control of OnlineJobs.

### **5.5 Restrictions Regarding the Extraction and External Storage of Applicant Data**

In order to preserve the confidentiality, integrity, and security of Personal Data made available through the Platform, OnlineJobs may implement technical and operational limitations designed to restrict or prevent the downloading, copying, screen-capturing, photographing, scraping, automated extraction, or mass extraction of Curriculum Vitae (CVs), supporting documents, profile information, communications, or other materials uploaded or made available by Applicants.

Employers expressly acknowledge and agree that the Personal Data and documents made accessible through the Platform are provided exclusively for the purpose of evaluating Applicants within the context of legitimate recruitment processes and shall not be downloaded, photographed, screen-captured, copied, archived, reproduced, distributed, or otherwise stored outside the Platform by any means, except where such Processing is strictly necessary for the continuation of a genuine recruitment process and is carried out in full compliance with applicable data protection legislation.

Where Employers consider that specific documents or Personal Data are necessary for the continuation or completion of recruitment procedures, such information should be requested directly from the Applicant through appropriate communication channels, and any subsequent collection, storage, transmission, retention, or Processing of such data shall be carried out under the sole responsibility of the Employer, acting as an independent Data Controller.

Employers further acknowledge and undertake that, where they Process Personal Data obtained from Applicants outside the Platform, they are solely responsible for implementing and maintaining appropriate technical and organizational security measures, internal compliance procedures, access controls, confidentiality obligations, retention rules, data protection safeguards, and lawful Processing mechanisms designed to ensure the

confidentiality, integrity, security, and lawful Processing of such Personal Data in accordance with applicable legislation, including the GDPR.

## **5.6 Restrictions Regarding B2B and Professional Data Disclosures**

Business Users acknowledge and agree that any Personal Data, contact details, professional information, representative data, communications, documents, proposals, offers, bids, or business-related materials obtained through B2B Listings, project-based opportunities, commercial requests, service requirements, collaboration proposals, or other professional interactions made available through the Platform shall be Processed exclusively for legitimate, lawful, genuine, and proportionate business or professional purposes connected with the relevant interaction.

Business Users shall not use Personal Data obtained through the Platform for unrelated marketing, unauthorized profiling, unsolicited commercial communications, data harvesting, scraping, resale, disclosure to third parties, or any other purpose incompatible with the context in which such data was made available, unless they have a valid legal basis under applicable data protection legislation and comply with all corresponding transparency, security, retention, and accountability obligations.

Any Processing of Personal Data by Business Users outside the Platform, including storage on external systems, transmission to third parties, integration into internal databases, or transfer outside the European Economic Area, shall remain under the sole and exclusive responsibility of the relevant Business User acting as an independent Data Controller.

## **6. DATA SHARING, DISCLOSURE, AND RECIPIENT CATEGORIES**

OnlineJobs may disclose, transmit, or grant access to personal data strictly to the extent necessary for the operation, maintenance, security, and lawful provision of the Platform's services, and exclusively in accordance with the purposes and legal bases described under Section 4 of this Policy, subject at all times to the implementation of appropriate contractual, organizational, and technical safeguards designed to ensure compliance with applicable data protection legislation.

### **6.1 Inter-User Disclosures and Platform Functionality**

Personal Data may be disclosed, made visible, transmitted, or otherwise made available to other registered Users of the Platform where such disclosure is necessary for the proper operation, execution, and functionality of the Services requested by Users, including recruitment-related interactions, project-based opportunities, B2B Listings, commercial requests, service requirements, professional collaborations, and communication functionalities made available through the Platform.

Such inter-user disclosures may include, without limitation:

- the visibility of Applicant profiles, professional information, qualifications, employment history, CVs, portfolio materials, applications, and other professional details to Employers, where such visibility is necessary for legitimate recruitment, evaluation, or selection purposes;
- the submission, transmission, and review of job applications, project proposals, bids, offers, expressions of interest, portfolios, supporting documents, and related materials initiated by Applicants, Project Participants, Business Users, or other Users through the Platform;
- the visibility, transmission, or exchange of information relating to B2B Listings, commercial requests, service requirements, outsourcing opportunities, subcontracting opportunities, consultancy assignments, collaboration proposals, budgets, deadlines, specifications, and related professional or commercial communications between Employers, Business Users, Project Participants, or other professional participants;
- the exchange of messages, documents, contact details, professional information, representative data, proposals, offers, bids, and other communications between Users through the Platform's integrated communication systems, application tools, proposal tools, or other interaction mechanisms;
- the disclosure of limited account, profile, representative, professional, or interaction related data to Users where such disclosure is technically necessary to enable account identification, communication, listing management, proposal submission, interaction history, dispute handling, moderation, or the proper functioning of the Platform.

Users acknowledge and agree that such inter-user disclosures constitute an essential, inherent, and necessary component of the Platform's functionality and of the Services requested by Users themselves, and that the Platform cannot provide recruitment-related, project-based, B2B, commercial, or professional interaction functionalities without making certain Personal Data or User-generated content available to the relevant Users involved in such interactions.

Where Personal Data is disclosed or made available to Employers, Business Users, Project Participants, or other professional participants through or as a result of the Platform, such recipients shall process the relevant Personal Data under their own responsibility and, where applicable, in their capacity as independent Data Controllers, in accordance with the specific provisions of this Policy, the Terms and Conditions, and applicable data protection legislation.

**6.2 Service Providers and Data Processors** OnlineJobs may engage, appoint, or otherwise use Third-Party Service Providers acting, where applicable, in the capacity of Data Processors pursuant to Article 28 of the GDPR, for the purpose of supporting the operation, maintenance, administration, security, moderation, compliance, payment processing, analytics, communication, hosting, and technical development of the Platform and of the Services made available through it.

Such Third-Party Service Providers may include, without limitation:

- cloud hosting providers, server infrastructure providers, database management providers, storage providers, and technical infrastructure operators;
- payment processors, billing service providers, subscription management tools, invoicing systems, fraud prevention providers, and transaction verification providers;
- analytics, diagnostics, monitoring, performance measurement, error detection, and system optimization providers;
- cybersecurity, anti-fraud, anti-scraping, anti-abuse, access control, authentication, backup, disaster recovery, and technical maintenance providers;
- communication service providers, email delivery systems, notification tools, customer support systems, and helpdesk or ticketing platforms;
- moderation, compliance, reporting, complaint-handling, and platform governance tools used to support the lawful, secure, and proper functioning of the Platform;
- professional advisers, auditors, legal consultants, accountants, tax consultants, or other external advisers, where access to Personal Data is necessary for compliance, accounting, audit, legal defense, or corporate governance purposes.

Where such providers act as Data Processors, OnlineJobs shall ensure that the relevant processing is governed by appropriate contractual arrangements, including data processing agreements where required by Article 28 GDPR, pursuant to which such providers shall process Personal Data solely on documented instructions from OnlineJobs, subject to confidentiality obligations, security requirements, access

restrictions, retention limitations, and other safeguards required under applicable data protection legislation.

OnlineJobs shall take reasonable steps to ensure that Third-Party Service Providers engaged in connection with the Platform provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures designed to protect Personal Data against unauthorized access, unlawful processing, accidental loss, alteration, disclosure, or destruction.

Third-Party Service Providers shall not be authorized to use Personal Data for their own independent purposes, except where they act as independent controllers under applicable law, in which case their own privacy notices, legal obligations, and data protection responsibilities shall apply to the relevant processing activities.

### **6.3 Disclosure to Authorities and Compliance with Legal Obligations**

OnlineJobs may disclose Personal Data to competent courts, law enforcement authorities, tax authorities, regulatory bodies, supervisory authorities, or other public institutions where such disclosure is required under applicable law, a binding judicial or administrative order, a lawful regulatory request, or any other legally enforceable obligation.

Such disclosures shall be limited to the Personal Data strictly necessary for the fulfillment of the relevant legal obligation, the protection of the Company's rights and legitimate interests, the enforcement of the Terms and Conditions, the prevention or investigation of unlawful conduct, or the cooperation with competent authorities in accordance with applicable legal requirements.

Where legally permitted and where such notification would not prejudice an investigation, legal obligation, security interest, or the rights and freedoms of others, OnlineJobs may inform the affected Data Subject of such disclosure.

### **6.4 Corporate Transactions and Business Transfers**

In the event of a merger, acquisition, corporate restructuring, financing transaction, joint venture, or transfer of assets involving OnlineJobs, personal data may be disclosed to the parties involved in such transactions, including legal advisers, auditors, consultants, or prospective acquirers, where such disclosure is necessary for due diligence procedures, transaction evaluation, or business continuity purposes.

Any such disclosure shall be subject to appropriate confidentiality obligations and

safeguards designed to protect the rights and interests of Data Subjects.

## **7. CROSS-BORDER AND INTERNATIONAL DATA TRANSFERS**

### **7.1 Processing Within the European Economic Area**

As a general operational principle, the personal data processed by OnlineJobs is stored, managed, and processed within technical infrastructures and server environments located inside the European Economic Area (EEA), or within jurisdictions recognized by the European Commission as ensuring an adequate level of protection for personal data.

OnlineJobs undertakes reasonable efforts to ensure that the hosting and operational architecture of the Platform remains aligned with applicable European data protection standards and security requirements.

### **7.2 International Transfers and Appropriate Safeguards**

As a general principle, OnlineJobs does not intentionally transfer or store personal data outside the European Economic Area (EEA), except where such transfer is strictly necessary for the operation, maintenance, security, or technical optimization of the Platform, including in connection with carefully selected third-party service providers whose infrastructure or support operations may involve limited processing activities outside the EEA.

Where such international transfers become necessary, OnlineJobs shall ensure that appropriate safeguards are implemented in accordance with applicable data protection legislation, including, where applicable:

- the execution of the Standard Contractual Clauses (SCCs) adopted by the European Commission;
- the assessment of the legal and technical protections applicable within the recipient jurisdiction;
- the implementation of supplementary technical and organizational measures designed to ensure an adequate level of data protection;
- reliance on other lawful transfer mechanisms recognized under the GDPR.

OnlineJobs undertakes reasonable efforts to ensure that any cross-border processing of personal data is limited to what is strictly necessary and carried out in accordance with applicable European data protection standards.

### **7.3 Use of International Service Providers**

Users acknowledge and accept that certain functionalities of the Platform may depend on globally integrated technical service providers whose infrastructure or support operations may involve the processing of personal data outside the EEA, insofar as such processing is necessary for the operation, maintenance, security, or optimization of the Platform and is carried out subject to the safeguards described in this Policy.

## **7.4 Transfers Performed by Employers**

Users acknowledge and agree that, where personal data is disclosed or transmitted to Employers through the Platform or directly between the Applicant and Employer, as part of the recruitment process, any subsequent transfer, storage, hosting, or processing of such data by the relevant Employer, including through infrastructures or server environments located outside the European Economic Area (EEA), shall be carried out under the sole responsibility of the respective Employer acting as an independent Data Controller.

OnlineJobs does not determine, control, or supervise the technical infrastructures, hosting environments, or international data transfer mechanisms implemented by Employers outside the Platform and shall not be held liable for any cross-border transfer operations independently performed by such Employers.

Employers remain solely responsible for ensuring that any international transfers of personal data carried out in connection with their recruitment activities comply with applicable data protection legislation, including the implementation of appropriate safeguards pursuant to Chapter V of the GDPR.

## **8. DATA RETENTION AND DELETION PROCEDURES**

### **8.1 Storage Limitation and Retention Principles**

OnlineJobs retains personal data only for as long as necessary to fulfill the purposes for which such data was collected and processed, in accordance with the principle of storage limitation set forth under Article 5(1)(e) GDPR, while taking into consideration the nature of the data, the operational necessity of the processing activities, applicable statutory obligations, and the legitimate interests pursued by the Company.

The retention periods applied by OnlineJobs are determined in a manner intended to ensure proportionality between the processing purposes pursued and the duration for which the

relevant data remains stored within the Platform's systems and infrastructure.

## 8.2 Categories of Retention Periods

Depending on the nature and purpose of the processing activities, personal data may be retained for different periods of time, including as follows:

- **Account and Profile Data:** personal data associated with User accounts, including identification details, contact information, login credentials, profile information, and professional materials uploaded by Applicants, shall generally be retained for the duration of the active contractual relationship between the User and the Platform. In the absence of any login activity, account access, or other meaningful interaction with the Platform for a continuous period exceeding two (2) years, the corresponding account and associated personal data may be automatically deleted, anonymized, or permanently deactivated by OnlineJobs, unless continued retention is required under applicable law or justified by legitimate legal or operational interests;
- **Operational and Interaction Data:** records relating to communications, job applications, project submissions, interaction logs, and activity history may be retained for periods reasonably necessary to ensure the proper functioning of the Platform, maintain service continuity, resolve disputes, and ensure compliance with the Terms and Conditions, provided that such retention shall not generally exceed five (5) years from the date of the relevant interaction or from the termination of the relationship between the User and the Platform, unless a longer retention period is required under applicable law or justified by ongoing legal proceedings or legitimate enforcement interests.
- **Financial and Accounting Data:** billing information, transaction records, invoices, payment confirmations, and subscription-related documentation may be retained for the retention periods required under applicable Romanian tax, accounting, and financial legislation;

- **Compliance and Legal Defense Data:** certain personal data may be retained for extended periods where such retention is necessary for the establishment, exercise, or defense of legal claims, fraud prevention, enforcement of contractual rights, handling of disputes, or compliance with applicable legal and regulatory obligations, in which case such data shall be retained until the definitive resolution, settlement, or expiration of the relevant legal claims, proceedings, investigations, or statutory obligations.

Where reasonably necessary, OnlineJobs may also retain limited data for backup, archival, cybersecurity, fraud prevention, or business continuity purposes, subject to appropriate safeguards and access restrictions.

### **8.3 Deletion, Anonymization, and Residual Retention**

Upon expiration of the applicable retention periods, or following the valid exercise of a deletion request where no overriding legal basis for continued processing exists, OnlineJobs shall take reasonable measures to delete, anonymize, or permanently render inaccessible the relevant Personal Data stored within its systems and infrastructure.

Notwithstanding the foregoing, certain residual copies of Personal Data may continue to exist for limited periods within secure backup systems, archival environments, disaster recovery infrastructures, or technical logs, where such temporary retention is technically necessary and subject to appropriate access restrictions and security safeguards.

Data that has been irreversibly anonymized in such a manner that it can no longer be associated with an identified or identifiable natural person shall no longer constitute Personal Data within the meaning of the GDPR and may be retained and used by OnlineJobs for statistical, analytical, security, operational, or business improvement purposes without temporal limitation.

## **9. RIGHTS OF THE DATA SUBJECT**

Natural persons whose personal data is processed by OnlineJobs in connection with the operation and use of the Platform benefit from the rights granted under applicable data protection legislation, including the GDPR, and may exercise such

rights at any time by submitting a written request through the contact details indicated within this Policy.

OnlineJobs shall examine and respond to such requests in accordance with applicable legal requirements, while reserving the right to verify the identity of the requesting individual and to request additional information where reasonably necessary to process the request securely and accurately.

## 9.1 Rights Granted Under the GDPR

Subject to the conditions and limitations provided under applicable law, Data Subjects benefit from the following rights:

- **Right of Access** (Art. 15 GDPR): the right to obtain confirmation as to whether personal data concerning them is being processed and, where applicable, access to such data together with information relating to the purposes of processing, categories of data concerned, recipients, retention periods, and applicable safeguards;
- **Right to Rectification** (Art. 16 GDPR): the right to request the correction of inaccurate personal data and the completion of incomplete data where appropriate;
- **Right to Erasure** (“Right to be Forgotten”) (Art. 17 GDPR): the right to request the deletion of personal data where the applicable legal conditions are fulfilled, including where the data is no longer necessary for the purposes for which it was collected, the consent has been withdrawn, or the processing is unlawful;
- **Right to Restriction of Processing** (Art. 18 GDPR): the right to request the restriction of processing under the circumstances provided by applicable law, including where the accuracy of the data is contested or where the processing is alleged to be unlawful;
- **Right to Data Portability** (Art. 20 GDPR): the right to receive certain personal data in a structured, commonly used, and machine-readable format and, where technically feasible, to transmit such data to another controller;
- **Right to Object**(Art. 21 GDPR): the right to object, on grounds relating to a particular situation, to processing activities based on the legitimate interests pursued by OnlineJobs, including certain profiling activities and direct marketing communications;
- **Right to Withdraw Consent**(Art. 7(3) GDPR): where processing is based on consent, the right to withdraw such consent at any time, without affecting the lawfulness of processing carried out prior to the withdrawal.

Certain rights may be limited or excluded where the continued processing of personal data is necessary for compliance with legal obligations, the establishment or defense of legal claims, fraud prevention, platform security, or other legitimate grounds recognized under applicable law.

## **9.2 Verification of Identity and Administrative Limitations**

In order to prevent unauthorized access, disclosure, alteration, or deletion of personal data, OnlineJobs may implement reasonable identity verification measures prior to processing any request relating to the exercise of data protection rights.

Where permitted under applicable law, the Company reserves the right to refuse, limit, or charge a reasonable administrative fee for requests which are manifestly unfounded, excessive, repetitive, or abusive, including requests which would disproportionately affect the rights and freedoms of other Users or the security and integrity of the Platform.

## **9.3 Right to Lodge a Complaint with a Supervisory Authority**

Without prejudice to any other administrative, contractual, or judicial remedy available under applicable law, each Data Subject has the right to lodge a complaint with a competent supervisory authority where they consider that the Processing of Personal Data relating to them infringes applicable data protection legislation, including the GDPR.

For Data Subjects located in Romania, the competent supervisory authority is the National Supervisory Authority for Personal Data Processing (Autoritatea Națională de Supraveghere a Prelucrării Datelor cu Caracter Personal – ANSPDCP), headquartered at 28-30 G-ral Gheorghe Magheru Bld., District 1, Bucharest, Romania.

Data Subjects may also lodge a complaint with the competent supervisory authority of the EU Member State in which they have their habitual residence, place of work, or place of the alleged infringement, in accordance with Article 77 of the GDPR.

The exercise of the right to lodge a complaint with a supervisory authority does not prevent the Data Subject from exercising any other rights available under this Policy, the GDPR, or other applicable legal provisions, including the right to seek an effective judicial remedy where the conditions provided by law are met.

## **10. TECHNICAL AND ORGANIZATIONAL DATA SECURITY ARCHITECTURE**

### **10.1 Security Principles and Risk Management**

OnlineJobs implements and continuously maintains appropriate technical and organizational measures designed to ensure a level of security proportionate to the nature, scope, context, and purposes of the processing activities carried out through the Platform, taking into account the risks associated with accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed within its systems and infrastructure.

Such measures are periodically reviewed, updated, and adjusted in light of technological developments, operational requirements, identified vulnerabilities, and evolving cybersecurity risks.

## **10.2 Security Measures and Protective Mechanisms**

The security measures implemented by OnlineJobs may include, without limitation:

- the use of secure communication protocols, including HTTPS and SSL/TLS encryption technologies, designed to protect data transmitted between Users and the Platform;
- restricted and role-based access controls limiting access to personal data exclusively to authorized personnel, contractors, or service providers acting within the scope of their responsibilities and subject to confidentiality obligations;
- monitoring systems, firewall protections, anti-malware tools, anti-scraping protections, and automated detection mechanisms designed to identify, prevent, and mitigate unauthorized access attempts, abusive automated activity, or malicious interference with the Platform;
- secure backup procedures, recovery systems, and continuity measures intended to preserve system availability and integrity in the event of technical incidents or cybersecurity events;
- internal procedures, organizational safeguards, and periodic awareness measures relating to data protection and information security.

OnlineJobs may also implement additional security mechanisms, restrictions, or monitoring measures where reasonably necessary to protect the integrity, confidentiality, and proper functioning of the Platform.

## **10.3 Security Limitations and Disclaimer**

While OnlineJobs undertakes reasonable efforts to maintain an appropriate level of security and to protect personal data against unauthorized access or unlawful processing, Users expressly acknowledge and accept that no method of transmission over

the internet, electronic storage system, or digital infrastructure can be guaranteed to be entirely secure or immune from cyber threats, unauthorized intrusions, technical failures, or other events occurring outside the reasonable control of the Company.

Accordingly, OnlineJobs does not warrant or guarantee absolute security of personal data and shall not be held liable for any security incident, breach, interruption, or unauthorized access resulting from circumstances beyond its reasonable control, including sophisticated cyberattacks, force majeure events, failures attributable to third-party providers, or improper actions carried out by Users or independent third parties.

## **11. COOKIES, WEB BEACONS, AND TRAFFIC TRACKING TECHNOLOGIES**

The Platform uses cookies, local storage technologies, pixel tags, and similar tracking mechanisms in order to ensure the proper functionality, security, performance, and optimization of its services, including the maintenance of user sessions, prevention of fraudulent or abusive activity, improvement of navigation experience, and collection of analytical and statistical information relating to the use of the Platform.

Such technologies may be used to recognize User preferences, preserve authentication sessions, monitor technical performance, analyze traffic patterns, and enhance the overall functionality and security of the Platform.

Further information regarding the categories of cookies and tracking technologies used, their purposes, retention periods, legal bases, and available User controls is provided within the dedicated Cookies Policy, which forms an integral and inseparable part of this Privacy Policy.

## **12. ALGORITHMIC PROCESSING, OPTIMIZATION, AND AUTOMATED DECISION-MAKING**

**12.1 Algorithmic Sorting and Optimization Frameworks** In order to ensure the efficient operation, relevance, and usability of the Platform, OnlineJobs may utilize automated processing systems, ranking mechanisms, analytical models, and algorithmic functionalities designed to facilitate the organization, prioritization, and optimization of content and interactions within the Platform environment.

Such automated processes may include, without limitation:

- the ranking, positioning, and prioritization of job listings, project opportunities, or

User profiles based on relevance criteria, interaction history, subscription features, or other operational parameters;

- the matching of Applicant profiles with potentially relevant Employers or opportunities based on qualifications, skills, experience, preferences, or other profile related indicators;
- the optimization of internal search functionalities, recommendation systems, user experience flows, and general Platform performance;
- the detection of suspicious, abusive, fraudulent, or automated activity affecting the integrity or security of the Platform.

OnlineJobs reserves the right to continuously modify, refine, adjust, or recalibrate such algorithmic systems and operational parameters in accordance with technical, commercial, security, or usability considerations.

## **12.2 Compliance with Article 22 of the GDPR**

OnlineJobs does not carry out automated decision-making processes which produce legal effects concerning Data Subjects, or similarly significantly affect them, within the meaning of Article 22 GDPR.

The automated systems used by the Platform are intended exclusively to support, optimize, and facilitate the operation of the services provided and do not replace human judgment in relation to employment decisions, recruitment outcomes, contractual opportunities, or other decisions capable of producing legal or equivalent significant effects on Users.

Users acknowledge that the visibility, ranking, relevance, or display order of content within the Platform may vary dynamically based on algorithmic criteria, technical settings, User activity, subscription plans, or other operational factors implemented within the Platform.

## **13. PROCESSING OF MINORS' DATA**

The Platform and the Services made available through it are intended exclusively for individuals who have reached the legal age of majority and possess full legal capacity under the laws applicable in their country of residence, domicile, or applicable jurisdiction, and, in any event, are at least eighteen (18) years of age.

OnlineJobs does not knowingly collect, solicit, or process Personal Data relating to individuals who do not meet the applicable age and legal capacity requirements. During the account creation process, the Platform may require Users to confirm that they satisfy the

applicable age and legal capacity requirements.

Where OnlineJobs becomes aware that Personal Data relating to a minor or to an individual who does not meet the applicable legal capacity requirements has been submitted, uploaded, or otherwise processed through the Platform, such data may be removed, deleted, anonymized, or rendered inaccessible without undue delay.

OnlineJobs reserves the right to refuse registration, restrict access, suspend, or terminate any Account suspected of being associated with an underage individual or with a person lacking the legal capacity required to use the Platform.

## **14. UNILATERAL AMENDMENTS AND REVISION PROTOCOLS**

OnlineJobs reserves the right to modify, update, supplement, or replace this Privacy Policy at any time, insofar as such modifications may become necessary as a result of changes relating to applicable legislation, regulatory guidance, technical infrastructure, operational practices, security requirements, or the functionalities and services made available through the Platform.

Any updated version of this Privacy Policy shall become effective upon publication on the Platform, unless otherwise specified.

Users are encouraged to periodically review this Policy in order to remain informed regarding the manner in which personal data is processed by OnlineJobs. Continued access to or use of the Platform following the publication of any updated version of the Policy shall constitute acknowledgment of and continued acceptance of the revised provisions.

## **15. GOVERNING LAW, JURISDICTION, AND LIMITATION OF LIABILITY**

### **15.1 Applicable Law and Jurisdiction**

This Privacy Policy shall be governed by and interpreted in accordance with the laws of Romania, together with the directly applicable provisions of Regulation (EU) 2016/679 (GDPR) and any other applicable European or national legislation relating to the protection and processing of personal data.

Without prejudice to any mandatory rights granted to Data Subjects under applicable law, any dispute arising out of or in connection with this Privacy Policy, including its interpretation, validity, enforcement, or application, shall fall within the jurisdiction of the competent courts located in Oradea Municipality, Bihor County, Romania.

## **15.2 Limitation of Liability**

To the fullest extent permitted under applicable law, OnlineJobs shall not be held liable for any indirect, incidental, consequential, speculative, or punitive damages arising out of or in connection with the processing of personal data, the use of the Platform, unauthorized access by third parties, cybersecurity incidents occurring outside the reasonable control of the Company, or any independent processing activities carried out by Employers or other third parties acting outside the operational environment of the Platform.

Any liability attributable to OnlineJobs in connection with the processing of personal data shall, where legally permissible, be limited and interpreted in conjunction with the liability limitations, exclusions, disclaimers, and force majeure provisions contained within the Platform's Terms and Conditions.

Nothing contained in this Policy shall operate to exclude or limit liability where such limitation or exclusion is prohibited under mandatory applicable law.