FreelanceWorld.eu BV

PRIVACY POLICY & GDPR NOTICE

Business-to-Business Platform · GDPR Compliant

Version 1.0 · 17 March 2026

About this document

This Privacy Policy and GDPR Notice ("Policy") explains how FreelanceWorld.eu BV collects, uses, stores, and protects personal data in connection with the operation of the FreelanceWorld.eu platform. It applies to all Users — Clients and Freelancers — of the Platform and its sub-marketplaces. FreelanceWorld.eu BV is committed to handling personal data responsibly and in full compliance with Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR") and applicable Dutch data protection law.

1. DATA CONTROLLER

1.1. **The data controller responsible for the processing of personal data through the Platform is:**

Legal name	FreelanceWorld.eu BV
KVK number	95652183
Address	Kraailandhof 63, 3828 JP Hoogland, the Netherlands
Contact email	info@freelanceworld.eu

1.2. The Company does not currently have a designated Data Protection Officer (DPO). A DPO will be appointed if and when the processing activities of the Company reach the threshold that makes appointment mandatory under Article 37 GDPR. Questions and requests regarding data protection may be directed to info@freelanceworld.eu.

2. SCOPE

2.1. **This Policy applies to the processing of personal data of:**

(a) Clients — legal entities and their representatives and contact persons who use the Platform;

(b) Freelancers — individual professionals registered on the Platform as service providers; and

(c) Visitors — persons who visit the Platform website without registering an account.

2.2. This Policy applies to all personal data processed by the Company in connection with the Platform, including data collected during registration, engagement, invoicing, and platform communications.

2.3. This Policy does not apply to the data processing activities of third parties, including Clients who may receive personal data of Freelancers through the Platform. Where Clients process personal data of Freelancers, the Client acts as an independent data controller and is responsible for compliance with applicable data protection law.

3. PERSONAL DATA WE COLLECT

3.1. The Company collects and processes the following categories of personal data:

Category	Types of personal data	Source	Applies to
Category	**Types of personal data**	**Source**	**Applies to**
Identity data	Full name, date of birth, copy of passport (identity document)	Provided by the individual at registration	Freelancers
Contact data	Email address, phone number, home or business address	Provided at registration or during engagement	Clients, Freelancers
Business data	Company name, KVK number, VAT number, bank account details (IBAN)	Provided at registration or during invoicing	Clients, Freelancers
Profile data	Professional skills, work history, tools knowledge, availability, hourly rate, profile photo (if uploaded)	Provided by Freelancer or sourced from GSS database	Freelancers
Transaction data	Service Orders, billable hours, invoice amounts, payment records	Generated through Platform use	Clients, Freelancers
Communication data	Messages and communications between Users through the Platform	Generated through Platform use	Clients, Freelancers
Technical data	IP address, browser type, device identifiers, log data, session data	Automatically collected during Platform use	All users
Stakeholder data	Names and email addresses of Client contact persons designated in Service Orders	Provided by Client	Clients

3.2. The Company does not collect or process special categories of personal data (Article 9 GDPR) such as health data, biometric data, or data revealing racial or ethnic origin, unless required by law or with explicit consent.

4. PURPOSES AND LEGAL BASIS FOR PROCESSING

4.1. The Company processes personal data for the following purposes and on the following legal bases under Article 6 GDPR:

Processing purpose	Description	Legal basis (Art. 6 GDPR)
Account registration and access	Creating and managing User accounts; authenticating Users on the Platform.	Art. 6(1)(b) — performance of contract
Providing Platform services	Facilitating connections between Clients and Freelancers; managing Service Orders; enabling communications through the Platform.	Art. 6(1)(b) — performance of contract
KYC and identity verification	Verifying the identity of Freelancers at registration, including processing a copy of a valid identity document (passport).	Art. 6(1)(c) — legal obligation; Art. 6(1)(b) — performance of contract
Invoicing and payment administration	Issuing invoices to Clients; recording billable hours; managing payment records and accounting.	Art. 6(1)(b) — performance of contract; Art. 6(1)(c) — legal obligation (fiscal records)
Non-circumvention compliance	Recording Profile Visibility Events to enforce the Non-Circumvention Period; processing Conversion Fees and Breach Fees.	Art. 6(1)(b) — performance of contract
Legal compliance	Complying with applicable laws including tax law, anti-money laundering rules, and court orders.	Art. 6(1)(c) — legal obligation
Platform security and fraud prevention	Monitoring access logs and technical data to prevent fraud, abuse, and unauthorised access.	Art. 6(1)(f) — legitimate interests
Platform improvement	Analysing anonymised usage data to improve the functionality and user experience of the Platform.	Art. 6(1)(f) — legitimate interests
Dispute resolution	Processing personal data in connection with disputes between Users or between a User and the Company.	Art. 6(1)(f) — legitimate interests; Art. 6(1)(c) — legal obligation

5. DATA RETENTION

5.1. The Company retains personal data for no longer than is necessary for the purposes for which it was collected, taking into account legal retention obligations.

5.2. The following retention periods apply:

Category	Retention period
Financial records (invoices, payment records, transaction data)	7 years from the end of the financial year to which they relate, in accordance with Article 52 of the Dutch General Tax Act (Algemene wet inzake rijksbelastingen).
Identity documents (passport copies — KYC)	7 years from the end of the engagement or account closure, aligned with fiscal retention obligations.
Account and profile data	For the duration of the account, plus 1 year following account closure to allow for dispute resolution, after which it is deleted or anonymised.

Service Order data and communications	For the duration of the engagement, plus 7 years for records with financial significance; other communications deleted 2 years after the end of the engagement.
Non-Circumvention event logs (Profile Visibility Events)	12 months from the date of the Profile Visibility Event, extended to 7 years if relevant to a financial transaction or legal dispute.
Technical and log data	90 days from collection, unless retained longer for security investigations.

6. INTERNATIONAL DATA TRANSFERS

6.1. The Freelancers currently registered on the Platform are located outside the European Economic Area (EEA), in countries including Ukraine, Indonesia, Nepal, and India. Processing personal data of EEA-based data subjects in connection with Freelancers located in these countries may involve the transfer of personal data to third countries within the meaning of Chapter V GDPR.

6.2. The Company currently relies on the following safeguards for international transfers:

    (a) Where an adequacy decision under Article 45 GDPR exists for the destination country, transfers are made on that basis;

    (b) Where no adequacy decision exists, the Company uses Standard Contractual Clauses (SCCs) adopted by the European Commission under Article 46(2)(c) GDPR, or other appropriate safeguards as required.

> **Note on Standard Contractual Clauses**
>
> The implementation of Standard Contractual Clauses (SCCs) for transfers to Ukraine, Indonesia, Nepal, and India is in progress. Until SCCs are fully in place, the Company takes reasonable technical and organisational measures to protect personal data transferred to these countries. The Company targets full SCC implementation as a priority compliance action. [SCC IMPLEMENTATION DATE: TO BE CONFIRMED]

6.3. Data subjects may request information about the specific safeguards in place for transfers affecting their personal data by contacting info@freelanceworld.eu.

7. SHARING PERSONAL DATA WITH THIRD PARTIES

7.1. The Company does not sell, rent, or trade personal data to third parties.

7.2. The Company may share personal data with the following categories of recipients:

    (a) Global Staffing Support B.V. (KVK 09132165) — as the provider of the Freelancer database currently used by the Platform. GSS acts as a data source and, where applicable, as a data processor on behalf of the Company.

    (b) Clients — Clients receive personal data of Freelancers (including name, professional profile, and contact details through the Platform) to the extent necessary for managing an engagement. Clients act as independent data controllers in respect of such data.

    (c) Professional advisors — lawyers, accountants, and auditors, subject to confidentiality obligations.

(d) Public authorities — where required by law, court order, or competent regulatory authority.

7.3. When the Company engages third-party processors (such as technology providers or payment processors in the future), it will ensure that appropriate data processing agreements are in place in accordance with Article 28 GDPR.

7.4. The Company currently operates without third-party analytics, advertising, or tracking tools on the Platform. Where such tools are introduced in the future, this Policy will be updated accordingly and Users will be informed.

8. RIGHTS OF DATA SUBJECTS

8.1. Under the GDPR, individuals whose personal data is processed by the Company have the following rights:

Right	Description
Right of access (Art. 15)	You have the right to request a copy of the personal data the Company holds about you and information about how it is processed.
Right to rectification (Art. 16)	You have the right to request correction of inaccurate or incomplete personal data.
Right to erasure (Art. 17)	You have the right to request deletion of your personal data where it is no longer necessary for the purposes for which it was collected, subject to overriding retention obligations.
Right to restrict processing (Art. 18)	You have the right to request that the Company limits the processing of your personal data in certain circumstances.
Right to data portability (Art. 20)	Where processing is based on your consent or a contract and carried out by automated means, you have the right to receive your personal data in a structured, machine-readable format.
Right to object (Art. 21)	You have the right to object to processing based on legitimate interests. The Company will cease processing unless it demonstrates compelling legitimate grounds.
Right to withdraw consent	Where processing is based on consent, you have the right to withdraw that consent at any time. Withdrawal does not affect the lawfulness of processing prior to withdrawal.

8.2. To exercise any of the above rights, please submit a written request to info@freelanceworld.eu. The Company will respond within one (1) month of receipt of a valid request. In cases of complexity or high volume, this period may be extended by a further two (2) months, in which case the Company will notify the data subject of the extension and the reasons for it.

8.3. The Company may request reasonable verification of identity before processing a rights request to prevent unauthorised access to personal data.

8.4. If you believe that the Company has not handled your personal data in accordance with the GDPR, you have the right to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens, www.autoriteitpersoonsgegevens.nl) or with the supervisory authority in your country of residence.

9. SECURITY

9.1. The Company implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss, destruction, alteration, or disclosure. These measures are regularly reviewed and updated.

9.2. Security measures include, without limitation:

    (a) access controls limiting personal data access to authorised personnel only;

    (b) encryption of personal data in transit and at rest where technically appropriate;

    (c) secure storage of identity documents (passport copies) with restricted access;

    (d) regular access log monitoring; and

    (e) incident response procedures.

9.3. In the event of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the Company will notify the Autoriteit Persoonsgegevens within 72 hours of becoming aware of the breach, in accordance with Article 33 GDPR. Affected data subjects will be notified where required under Article 34 GDPR.

10. FUTURE TECHNOLOGY INTEGRATIONS

10.1. The Company plans to integrate additional technology platforms, including the ZOOLY marketplace platform, which will extend the pool of Freelancers available through the Platform to include EU-based professionals.

10.2. When ZOOLY or other technology platforms are integrated, the processing of personal data in connection with those platforms will be subject to additional terms and this Policy will be updated to reflect the expanded processing activities. Users will be notified of material changes in accordance with Section 12.

10.3. Freelancers sourced through ZOOLY will also be subject to ZOOLY's own terms and data protection policies. The Company will ensure that appropriate data sharing agreements are in place before enabling any such integration.

11. COOKIES AND TRACKING TECHNOLOGIES

11.1. The Company's current use of cookies and tracking technologies on the Platform is limited to technically necessary cookies required for the functioning of the Platform (such as session management and authentication).

11.2. The Company does not currently use third-party analytics, advertising, or tracking cookies. A separate Cookie Policy will be published when such technologies are introduced. Users will be informed and, where required by law, asked for consent before non-essential cookies are placed.

12. UPDATES TO THIS POLICY

12.1. **The Company may update this Policy from time to time to reflect changes in processing activities, legal requirements, or operational practices. The version number and the date at the top of this Policy will be updated upon each revision.**

12.2. For material changes that affect the rights of data subjects or significantly change the purposes or legal basis for processing, the Company will provide notice to registered Users by email or through the Platform at least thirty (30) days before the change takes effect.

12.3. Continued use of the Platform after the effective date of an updated Policy constitutes acceptance of the updated Policy.

13. GOVERNING LAW

13.1. **This Policy is governed by and construed in accordance with Dutch law and the GDPR. Any disputes relating to this Policy shall be subject to the jurisdiction of the competent court in Amsterdam, the Netherlands.**

Contact

For any questions, concerns, or requests relating to this Privacy Policy or the processing of your personal data, please contact: info@freelanceworld.eu FreelanceWorld.eu BV · KVK 95652183 · Kraailandhof 63, 3828 JP Hoogland, the Netherlands

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