

Legal Information Job Market Insights



Legal information

Website owner: Adevinta Jobs, S.L.U.

Job Market Insights is a product of Adevinta Jobs S.L.U.

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Registered with the Trade Registry of Madrid: M-818888, Tomo: 46648, Folio: 30, del Registro Mercantil de Madrid.

2. GENERAL CONDITIONS OF USE OF THE JOB MARKET INSIGHTS WEBSITE AND USER INFORMATION

2.1. Introduction

JobisJob is part of Adevinta Jobs, S.L.U., a leading company for digital marketplaces (hereinafter, JobisJob), and Job Market Insights is a product which provides a 360° view of labor market. Access and use of the website Job Market Insights are voluntary and confer the status of user to those who carry out this action.

Access to certain content of the website may need the previous signature of a services agreement with JobisJob and obtaining an identifier and password.

The Use of the website signifies full acceptance of the legal conditions, the "*Data protection policy*" and the "*Additional legal conditions*" published when the user accesses the site. JobisJob also informs users that these legal conditions may be modified without prior notice. Therefore users should carefully read the conditions every time they enter the website, as the conditions may have changed. The user may access, print, download and save the General Conditions of Use at any time. These Conditions shall be permanently available on the website via the LEGAL CONDITIONS link. JobisJob reserves the right without prior notice to modify the content of the legal text and the Data protection policy and therefore recommends the user to read the legal text and the Data protection policy each time he accesses and uses the website Job Market Insights. JobisJob reserves the right to modify - without prior notice - the design, layout and/or configuration of the website, and any

or all of the services offered, and reserves the right to add new services. JobisJob reserves the right at any time and without prior notice to deny access to users who fail to comply with any of the general or specific conditions that apply.

2.2. Object

The present legal text regulates the access and usage of the website Job Market Insights.

Job Market Insights is a Big Data tool that provides a 360° view of the labour market. Using smart data analytics, users can effectively compare themselves to the market, analyse market trends and gain insight into key client behaviour as well as missing advertisers.

We developed a unique and proprietary method to collect certain non identifiable information through our own resources and through third parties resources. Such information is aggregated, analyzed and shown to you as part of our Services. Although we believe that our broad based and worldwide spread resources provide with a fairly adequate information and trends, our Services provide statistical information and accordingly may not be up to date or fully accurate thus the reliance on the results and information set forth in our Services is made at your own risk and expense. Furthermore, the information gathered by us and used for purposes of analyzing websites is not verified by us for quality, reliability or otherwise and accordingly, the information presented through our Services does not in any way create any representation or warranty on our behalf with respect to such third party's websites or internet pages.

JobisJob will only share data and/or information if the data and/or information are not in breach of the Law or the General Conditions of Use described herein. JobisJob may eliminate content from the site without prior notice.

The user accepts that it is not technically possible for the Job Market Insight website to be available 100%. Nonetheless JobisJob shall endeavour to maintain constant availability. The website's services may be subject to brief anomalies or temporary suspension, especially due to maintenance, security and capacity issues, as well as events outside JobisJob's control (for example: public communication network anomalies, power cuts, etc.).

2.3. User obligations as regards the Site

The user agrees to use the site and its functions diligently, in complete compliance with the Law on good practice and the General and Specific Conditions of Use herein described, as the case may be. Users are expressly prohibited from using the website for any purpose other than that for which it was created.

The user agrees to comply with the applicable laws and third party rights as regards use of the website content and services. Users may not copy, distribute, transmit, adapt or modify the content of the website (text, designs, graphics, information, databases, sound and/or image files, logos, etc.) or any other element of the website, in any way, without prior authorisation or unless permitted by law. *Intellectual Property Rights Policy* shall apply.

Users are prohibited from carrying out the following actions:

- Using website mechanisms, software and script.
- Locking, overwriting, modifying, or copying, unless essential to the website's operations. For example: the act of copying via "Robot/Crawler" search-engine technology is not necessary for the correct use of the website and is expressly prohibited.
- Distribute and publicly reproduce content from the Job Market Insights website, without prior authorisation.
- Any action likely to damage Job Market Insights infrastructure, especially overloading.
- Using any material or information from the website, for illegal purposes, expressly prohibited in the General Conditions of Use or in the specific conditions, as the case may be. Using any material or information that damages the rights and interests of JobisJob, its members and/or third parties.

Users shall be liable for any breach or contravention of these obligations (including introducing or distributing computer viruses) and/or damaging, rendering useless, overloading, harming or impeding normal use of the material and information on the website, in the information systems and documents, files and content stored in JobisJob's IT systems (hacking), or those of its members or other users.

Certain functions do not require users to subscribe or register in advance. Nonetheless JobisJob shall make the use of certain services conditional upon the prior completion of a relevant user form and/or signature of a services agreement, and shall select the identifier and password, which the user agrees to protect and use with due diligence.

Use of the password is personal and non transferable. It may not be transmitted - even temporarily - to third parties. The user must adopt adequate measures to protect his or her password, to prevent it from being used by third parties. The user is responsible for the use of his or her password, with complete indemnity on the part of JobisJob. If the user knows or suspects third parties are using his or her password, the user must inform JobisJob immediately. Users must register by means of specific forms for specific services.

The user is aware of and voluntarily accepts full and exclusive responsibility for all use of the website's services.

The user shall accept responsibility for damages of any kind caused to JobisJob as a consequence of intentional non compliance with any of the obligations to which he or she is subject by virtue of these "*General Conditions of Use*" or by virtue of the applicable legislation.

2.4. Content provided by users

JobisJob does not permit content that damages the quality of the service, the reputation of Jobisjob or third parties, and that violates the good faith and/or the rights of third parties.

JobisJob is responsible for identifying the aforementioned situations on the basis of good faith and/or requests by third parties and/or institutions. However, JobisJob cannot control each and every piece of content published and therefore cannot assume responsibility for all content.

JobisJob shall carry out regular checks on inserted and published content to ensure compliance with JobisJob's principles of quality, as well as the norms described herein. Moreover JobisJob reserves the authority to withdraw all content from JobisJob that it deems inappropriate and that does not comply with the characteristics and aims of the website. If you notice any inappropriate content on the website please contact our customer service department at: info@JobisJob.com and/or telephone 935 76 55 00.

2.5. No licence

JobisJob authorises the use of intellectual property rights over the software that facilitates the website's services and functions, in accordance with these General Conditions of Use and only for the permitted use of Job Market Insights product. JobisJob does not grant any other licence or authorisation to use intellectual property rights or any other property or right related to the website's functions. Users can send in suggestions and proposals to improve the information, activities and/or functions provided by and/or available on the website, by clicking contacting the JobisJob Customer Service.

2.6. Exclusion of guarantees and liability

Given that the information provided by Job Market Insights is the result of the collection, aggregation and analysis of job information available from JobisJob own resources and third parties resources, JobisJob shall not be liable for damage of any kind caused by inaccurate or non specific information or by information that is not up

to date; nor shall it be responsible for damage caused by errors or omissions of the information and services contained in the website, or other content accessed via the site; nor shall it be liable for verification or supervision of content and information.

Moreover JobisJob does not guarantee ongoing availability and operability of the website, nor infallibility, and therefore excludes insofar as permitted by law, any liability for damages caused by a lack of availability or continuity in the site's operations and services, or errors accessing other websites or websites that provide said services.

JobisJob excludes any liability for damages resulting from services provided by third parties via the website and media employed to manage service requests, including but not limited to: acts of unfair competition and illegal advertising via the provision of services via the website; information that is false, inaccurate, non specific, imperfect, defective, irrelevant and/or out of date; and content transmitted, distributed, stored, received, obtained, made available or accessible via the services provided by third parties via this website.

JobisJob guarantees the user the right to de-register from the website, in a simple and effective manner, and to stop receiving messages from the website.

2.7. Security measures

Given that Internet security measures are not impregnable when it comes to privacy and security, JobisJob does not guarantee that authorised and unauthorised third parties are not aware of the conditions, characteristics and circumstances of the website's operations, and that they cannot access, intercept, delete, alter, modify or manipulate messages, communications and content of any kind, which users distribute or communicate to third parties via the website.

2.8. Applicable Law and Jurisdiction

These Legal Conditions and the rest of the website's conditions are governed by Spanish law. As regards issues that arise in relation to the provision of services and content on JobisJob, and the interpretation, application, compliance and non compliance with information contained herein, JobisJob and the user, expressly renounce any right to submit to jurisdictions other than the Courts of Barcelona.

3. INTELLECTUAL PROPERTY RIGHTS POLICY

Copyright © Adevinta Jobs S.L.U.-

All operating rights are reserved.

This website is governed by Spanish law and is protected by national and international legislation on intellectual property. The texts, designs, images, databases, logos, layout, trademarks and other elements of the website belong to JobisJob or third parties who have given JobisJob the operating rights over the intellectual property rights in the context of the services provided via this website. These rights are protected by the laws and international treaties on intellectual property. Any reproduction, transmission, adaptation, translation, modification, communication or use of all or some of the website content, in any way or form, electronic, mechanical, or otherwise, is strictly prohibited unless it is subject to prior written authorisation from JobisJob. Any infraction of these rights could lead to civil or criminal legal proceedings. To protect intellectual property rights, any user or third party who considers that his or her legitimate rights have been breached by specific content on the website, should inform in writing to Adevinta Jobs, C/ Hernani, 59, 1ª, 28020 Madrid, stating:

- The details identifying the owner of the rights that have been breached and, in the event of the interested party being represented by a third party, the details of the representative.
- The content protected by the specific intellectual property right and the location of the content on the website.
- Proof of the existence, ownership and validity of the intellectual property right.
- Statement in which the interested party accepts liability for the truth of the details and information provided in the notification described herein.

4. DATA PROTECTION POLICY

4.1. Data Processing

In compliance with the provisions of the European General Data Protection Regulation 2016/679, we inform you that we process the data you provide us with for the following purposes:

- By creating your password you will be creating your user account in Job Market Insights so that you can access the management area and manage your selection processes. In this sense, the data provided will be processed to create and maintain your Job Market Insights user account operational.
- To prevent abuse and fraud in the use of our services (for example, fraudulent activities, denial of service attacks, sending spam, among others).

Transfer of data to public bodies and authorities, as long as they are required in accordance with legal and regulatory provisions.

4.2. Data Security

JobisJob informs users that it has adopted the technical and organisational measures established by regulation, which guarantee the security of personal data and prevent its alteration, loss, processing or unauthorised access, taking into account the state of technology, the nature of the data stored and the risks to which it is exposed, all in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).

4.3. Data Retention

We only retain the Data collected from a User for as long as the User's account is active or otherwise for a limited period of time as long as we need it to fulfil the purposes for which we have initially collected it unless otherwise required by law. We will retain and use information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

4.4. Legitimacy

The legal basis for the processing of your data lies in:

- The performance of a contract with Jobisjob in relation to the purpose indicated in section 1) above.
- In the legitimate interest of Jobisjob in relation to the purpose indicated in section 2) above.
- Compliance with legal obligations applicable to Jobisjob in relation to the purpose indicated in section 3).

5. Data Communications

- Your data may be accessed by suppliers who provide services to Jobisjob, such as content hosting services. Jobisjob has signed the corresponding data processing contracts with each supplier to guarantee that they will process your data in accordance with the provisions of current legislation.
- They may also be transferred in cases where there is a legal obligation to do so.

6. Exercise of rights

You have the right to obtain confirmation as to whether or not Jobisjob is processing personal data concerning you.

Likewise, you have the right to access your personal data, as well as to request the rectification of inaccurate data or, where appropriate, to request its deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected.

In certain circumstances, you may request the limitation of the processing of your data, in which case we will only keep them for the exercise or defence of claims.

In certain circumstances and for reasons related to your particular situation, you may object to the processing of your data. Jobisjob will cease to process the data except for compelling legitimate reasons or the exercise or defence of possible claims.

Likewise, you may exercise your right to data portability, as well as withdraw the consent provided at any time, without this affecting the lawfulness of the processing based on the consent prior to its withdrawal.

If you wish to exercise any of your rights, you may do so by sending an email to the addresses indicated in the heading of this policy.

Finally, we inform you that you can address any claim arising from the processing of your personal data to the Spanish Data Protection Agency and other competent public bodies.

4.5. Cookies settings

JobisJob sets its cookies to get the user's navigation experience as pleasant as possible. It is the best way to bring users the content that interests them offered by JobisJob.

What are cookies?

Cookies are small text files stored on your device (PC, mobile phone or tablet) that allow us to recognise your web browser. Cookies primarily contain information about your web browser and any activity that has taken place in it.

JobisJob cookies

These types of cookies are used in JobisJob to offer the best service to its users.

Depending on the entity that owns the cookies:

- *Own cookies*: these are sent to the user's terminal equipment from our equipment or domain and from which we provide the requested service.

- *Third-party cookies*: these are sent to the user's terminal equipment from a computer or domain managed by a third party.

Depending on the period in which they remain active:

- *Session cookies*. These are temporary cookies that remain in the cookie file of your browser until you leave the website, so none of them remain registered on the hard drive of your computer. The information obtained through these cookies is used to analyse web traffic patterns. They allow us to provide a better experience to improve the content and facilitate its use.
- *Persistent cookies*. These are cookies that are stored for a certain period of time. The cookie will stop working after that date. The website reads these cookies each time you make a new visit. These cookies are generally used to facilitate shopping and registration services.

Depending on their purpose:

- *Strictly necessary or technical cookies*. These cookies are necessary to provide the requested service, as well as to remember configuration preferences. They allow, for example, to control traffic and data communication, access restricted areas, carry out the purchase process of an order, use security elements, store content in order to broadcast videos or share content via social networks.
- *Analytical or statistical cookies*. These are cookies through which we obtain statistics and analysis on the use made by users of our services. This allows us to have an overview of how many unique users we have and how they use our services.
- *Preference or personalisation cookies*: These are cookies that allow us to store information so that you can access the service with specific characteristics to differentiate your experience from that of other users.
- *Marketing and/or advertising cookies*: These store information on the behaviour of users obtained through the continuous observation of their browsing habits, allowing us to develop a specific profile to display personalised advertising of our own or of third parties. You can learn more about this type of advertising [here](#). For example, as explained below, we use this type of cookies to:
 - Perform marketing through the monitoring of a user's activity to optimise traffic acquisition and brand promotion campaigns.
 - Promote personalised advertising through the use of your data that is of interest to you.

In the table below you can find out more about the cookies we set.

In particular, the Website uses the following own and third party cookies:

Strictly necessary

Purpose: these cookies are necessary to provide the requested service, as well as to remember your configuration preferences.

Analytics

(*) These audience measurement cookies are considered technical cookies and, therefore, are exempt from consent in accordance with the provisions of the Spanish Data Protection Agency.

Purpose: cookies through which we obtain statistics and analysis on the use made by users of our services. This allows us to have an overview of how many unique users we have and how they use our services.

Marketing and/or Advertising:

Purpose: they store information on user behaviour obtained through continuous observation of their browsing habits, allowing us to develop a specific profile to display personalised advertising of our own or third parties.

Cookies deactivation

Users can modify their cookie settings by clicking on the [Cookie settings](#) link of the footer.

The user is also free to de-activate and/or eliminate cookies by following their Internet browser instructions; however such action may considerably reduce the user's ability to use the site and may be incompatible with his or her needs.

Users can choose, at any time, which cookies they want to activate on the website by browser's settings:

- Chrome, from <https://support.google.com/chrome/answer/95647?hl=en>
- Explorer, from <http://windows.microsoft.com/en-us/windows7/how-to-manage-cookies-in-internet-explorer-9>
- Firefox, from <http://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- Safari, from <http://support.apple.com/kb/ph5042>

Without prejudice to the foregoing, we provide the following link which includes didactic videos in the form of video tutorials explaining, step by step, how to configure the privacy options of the most common browsers, social networks and mobile operating systems.

There are also services available that have been specially developed to provide users with an up-to-date list of cookies and other tracking mechanisms, such as

<http://www.ghostery.com> or <http://disconnect.me>. Or you can also use alternative solutions such as <http://www.youronlinechoices.com/es/>.

For more information on third party cookies, please refer to their respective policies, as indicated in this Cookie Policy and/or in the Settings Panel.

To consult the rest of the information on the processing of your personal data, you can go to the section on Data Protection.

We inform you that this Cookies Policy may be modified at any time to include new cookies, or according to new legislative or regulatory requirements, or in order to adapt this policy to the instructions of the data protection control authorities, so we suggest that you consult it regularly.

If you have any doubts or queries about this Cookies Policy, please do not hesitate to contact us at the following email address: info@JobisJob.com

5. DIGITAL SERVICES (DSA) REGULATION

Digital Services Act (DSA) Regulation (EU) 2022/2065

Job Market Insights is required, under Article 24 of Regulation (EU) 2022/2065 (Digital Services Act), to publish information on its average monthly users.

Between 1 July 2023 and 31 December 2023, the average number of monthly users of the Job Market Insights service was 5K. Source: Similarweb (web data)

Please note that monthly user data are generated using external vendor tracking tools. We can't rule out the possibility that the methodology used might count users twice, and therefore, that said methodology be changed in the future.

Methodology used by Similarweb:

KPI equivalent for Active Recipients: Unique visitors (Deduplicated audience)

<https://support.similarweb.com/hc/en-us/articles/4558942036113#UUID-b61ba041-2c6b-3534-22c8-f0322200b309>

<https://support.similarweb.com/hc/en-us/articles/360005009398-Deduplicated-Audience>

Definition:

A user coming to the website, either once or several times, is considered a unique visitor to this domain. Unique visits is the primary metric used to assess the actual

reach of a website. These metrics are estimated in terms of both daily and monthly granularity.

Calculation:

Using a unique ID per device through the Similarweb network of contributors. Unlike other traffic analysis tools, Similarweb does not rely on cookies, which are considered unreliable as they can be manually or automatically deleted.

Deduplicated audience:

To estimate the size of deduplicated audiences, Similarweb uses learning and linear regression models to build an algorithm used to estimate the reach of a website's deduplicated monthly visits.