

PART B · POLICY 3

Privacy and Confidentiality Policy

How AfterWorc collects, uses, protects and shares personal data and confidential information.

Company	AfterWorc OÜ ("AfterWorc", "we", "us")
Registry code / VAT	17554808 / EE103008226
Address	Mäealuse tn 10/2, 12618 Tallinn, Estonia
Contact	info@afterworc.com · +372 5332 7539
Version / last updated	1.0 / 20 September 2026
Applies to	afterworc.com, its subdomains and any AfterWorc app (the "Platform")

In short. We collect only what we need to run the marketplace, check Specialists, take payments and keep you safe. We never see or store your full card number. We do not sell personal data. You can access, correct or delete your data by writing to info@afterworc.com.

1. Who is responsible

- 1.1 The controller of your personal data is AfterWorc OÜ, registry code 17554808, Mäealuse tn 10/2, 12618 Tallinn, Estonia. Privacy questions and requests: info@afterworc.com.
- 1.2 This policy follows the EU General Data Protection Regulation (GDPR) and Estonian data-protection law.

2. What we collect

Category	Examples
Account data	Name, email, phone, company, job title, country, language, password (stored hashed)
Verification data	Identity document check results, skills-test results, interview notes, CV and portfolio, optional self-presentation videos (with your consent)
Engagement data	Task descriptions, messages, files, deliverables, ratings and reviews
Payment data	Order ID, amount, currency, payment status, card brand and last four digits, payout details. Full card numbers are handled by our payment partner and are never stored by AfterWorc.
Technical data	IP address, device and browser type, pages visited, log data, cookies (see Cookie Policy)
Communication data	Emails and forms you send us, support history, marketing preferences

- 2.1 We receive data from you directly, from your use of the Platform, and from verification and payment partners.

3. Why we use it, and on what legal basis

Purpose	Legal basis (GDPR)
Create and run your account; match Clients and Specialists; provide workspace and messaging	Contract (Art. 6(1)(b))
Verify Specialists and prevent fraud, impersonation and abuse	Legitimate interest (Art. 6(1)(f)); legal obligation where identity checks are required
Take payments, hold and release funds, issue invoices, keep accounts	Contract; legal obligation (Art. 6(1)(c)) under accounting, tax and anti-money-laundering law
Security, service improvement, statistics	Legitimate interest
Business marketing emails to business contacts	Legitimate interest, with an easy opt-out in every email
Marketing to individuals, non-essential cookies, publishing your video	Consent (Art. 6(1)(a)), which you can withdraw at any time
Deal with claims, disputes and chargebacks	Legitimate interest; contract

- 3.1** Automated tools, including AI, may help us match Clients with Specialists and moderate chat for abuse. We do not take decisions that have legal or similarly significant effects on you based solely on automated processing. Verification outcomes are reviewed by a person.

4. Who we share data with

- **Payment partners and banks** (for example LHV Pank and our card and bank-link processors) to take payments, hold funds, pay out and prevent fraud.
- **Verification providers** for identity and document checks.
- **Service providers** that host the Platform, send email and messages, provide analytics and customer support, under data-processing agreements.
- **The other party to an Engagement:** a Client and the chosen Specialist see the profile and project information needed to work together.
- **Professional advisers, auditors and insurers**, and **authorities** where the law requires or to protect our legal rights.
- A buyer or successor if the business is transferred, under the same protections.

We do not sell personal data.

5. International transfers

- 5.1** Some providers may process data outside the European Economic Area. Where they do, we rely on an adequacy decision or on the EU standard contractual clauses and, where needed, additional safeguards.

6. How long we keep data

Data	Retention
Account and profile data	While the account is open, then up to 12 months unless needed for a claim
Verification data	While the Specialist is on the Platform, then up to 12 months (longer only if the law requires)
Accounting and invoice records	7 years, as required by Estonian accounting law
Order, delivery, chat and dispute records	Up to 18 months after the Order, to handle disputes and chargebacks; longer if a claim is open
Marketing preferences	Until you unsubscribe or withdraw consent
Technical logs	Up to 12 months

7. Your rights

- 7.1 You have the right to access your data, correct it, have it deleted, restrict or object to processing, receive it in a portable format, and withdraw consent at any time. Withdrawing consent does not affect earlier processing.
- 7.2 Write to info@afterworc.com. We reply within one month. We may ask you to prove your identity.
- 7.3 You may complain to the Estonian Data Protection Inspectorate (Andmekaitse Inspektsioon, aki.ee) or to the supervisory authority in your country. We would appreciate the chance to fix the problem first.

8. Security

- 8.1 We use encryption in transit (TLS), access controls, two-factor authentication for staff systems, logging, backups and staff confidentiality obligations. Card details are entered on our payment partner's secure page and are protected under PCI DSS. No system is completely secure; we act promptly on incidents and notify you and the regulator where the law requires.

9. Confidentiality of your work and information

- 9.1 Project information, files and messages shared in an Engagement are treated as confidential. We use them only to run the Platform, resolve disputes, prevent abuse and meet legal duties.
- 9.2 Our staff and contractors with access are bound by confidentiality obligations and see your information only when needed for their tasks.
- 9.3 Clients and Specialists must not disclose or reuse each other's confidential information outside the Engagement. Parties may sign their own non-disclosure agreement; the Platform can hold it in the Order workspace.
- 9.4 We disclose confidential information only if required by law or a competent authority, with the party's consent, or to protect our legal rights.
- 9.5 AfterWorc claims no ownership over the materials you upload; you give us only the licence needed to operate the Platform.

10. Cookies, children and changes

- 10.1 See our Cookie Policy for cookies and similar technologies.
- 10.2 The Platform is for people aged 18 and over. We do not knowingly collect data from children.
- 10.3 We may update this policy. The date at the top shows the latest version; we tell registered users about material changes.