

## Privacy Statement Odin Company bv

Odin Company bv - ODC (Odin Development Compass) and MC (MatchConnector®)

Last updated: 20 March 2026

### 1. Who Are We?

Odin Company bv (“Odin”, “we”) is the developer and provider of the psychometric assessment instruments ODC (Odin Development Compass) and MC (MatchConnector®) and the associated Cloud Service.

Our company details:

- Name: Odin Company bv
- Address: Jonkerbosplein 52, 6534 AB Nijmegen, the Netherlands
- Chamber of Commerce (KvK) number: 57732590
- E-mail: info@odincompany.com

This Privacy Statement explains how we process personal data of candidates, users and contact persons.

### 2. To Whom Does This Privacy Statement Apply?

This Privacy Statement applies to:

- Candidates/Test Participants who undertake an ODC and/or MC assessment;
- Users of the Application (such as coaches, HR employees and consultants) at our business clients;
- Contact persons at (prospective) Clients and Suppliers.

### 3. What Personal Data Do We Process?

Depending on your role and your use of our services, we process, inter alia, the following data:

1. Identification and Contact Data
  - Name, e-mail address, and where applicable telephone number and organisation/job title.
2. Assessment and Report Data (Psychometric Data)
  - Responses to questions;
  - Scores, profiles, charts and interpretive texts;
  - Reports generated on the basis of the assessment.
3. Technical and Usage Data
  - IP address, log data, date and time of login and testing;
  - Browser type and device type used;

- Actions performed within the Application (for example, creating or opening reports).
4. Communication Data
- E-mails and messages via our systems;
  - Support requests and feedback.

Psychometric test results and personality profiles constitute special category personal data within the meaning of the GDPR.

## 4. For What Purposes and on What Legal Bases Do We Use Your Data?

### 4.1. Candidates/Test Participants

We use your data for:

- Administering and scoring ODC and/or MC assessments;
- Generating reports and insights regarding your unconscious motivators and behaviour;
- Guidance, coaching, career, team and leadership development, to the extent that these form part of the engagement;
- Improving the quality and reliability of our instruments (preferably in aggregated or anonymised form).

The principal legal bases are:

- Your consent, for example where you have explicitly agreed to participate in an assessment;
- The performance of a contract (for example where you are a direct client of Odin);
- The legitimate interests of the commissioning party (for example your employer or coaching organisation), provided that those interests and your privacy rights have been carefully balanced.

### 4.2. Users and Contact Persons at Client

We use your data for:

- Creating and managing user accounts;
- Granting access to the Cloud Service and Application(s);
- Client management, invoicing, contract management and support;
- Security, logging, monitoring and fraud prevention;
- Improvement and development of our services.

The legal bases are in particular: the performance of a contract and our legitimate interests (for example, security and improvement of our services).

## 5. Who Is Responsible for Your Data?

Where assessments are administered by a business client of Odin (for example your employer or a coaching agency), that client is in most cases the data controller and Odin acts as data processor. This means that the client determines the purposes of the processing and that we act on behalf of and in accordance with the instructions of that client.

In other circumstances (for example where you are a direct client of Odin), Odin may itself be the data controller.

In all cases, we take appropriate measures to protect your data and, where required, we enter into data processing agreements with our clients and suppliers.

## 6. With Whom Do We Share Your Data?

We share personal data only to the extent necessary:

### 6.1. With the Commissioning Party of the Assessment

- This may be your employer, your coach or another organisation that has requested the assessment on your behalf.
- That party is given access to your report(s) and relevant data, in accordance with the purpose and context agreed in advance.

### 6.2. With Our Service Providers (Sub-processors)

- For example hosting providers, e-mail service providers, IT support, and monitoring or security services.
- They process data solely on behalf of Odin and subject to strict confidentiality and security obligations.

### 6.3. With Other Third Parties

- Only where we are legally obliged to do so (for example at the request of a supervisory authority or other competent authority), or with your explicit consent.

We do not sell your personal data to third parties.

## 7. Transfers Outside the European Economic Area (EEA)

Where it is necessary to process personal data outside the EEA, we ensure that appropriate safeguards are in place, such as:

- The use of Standard Contractual Clauses approved by the European Commission;
- Additional technical or organisational measures, such as encryption.

Further information about these safeguards may be requested from us using the contact details at the end of this statement.

## 8. Retention Periods

We retain your personal data no longer than is necessary for the purposes for which they were obtained, unless a longer retention period is required or permitted by law. In practice this means, amongst other things, the following:

Category of Data	Retention Period	Legal Basis
Assessment and report data	For the duration of the active account; anonymised after the user account becomes inactive	Performance of contract and legitimate interests
User accounts (active)	For the duration of the active account	Performance of contract
User accounts (inactive)	6 months after deactivation	Administration
Incomplete registrations	3 months after invitation	Legitimate interests
Log files	6 months	Security
Invoice and contract data	7 years	Statutory obligation

Additional specific retention periods may be set out in the agreement with our clients or in supplementary documentation.

## 9. Security of Your Data

We take appropriate technical and organisational measures to protect your personal data against loss or unlawful processing, including:

- Encryption of data at rest and in transit;
- Access security by means of username/password and additional measures where required;
- Role-based authorisations, ensuring that only authorised persons have access;
- Logging and monitoring of access and use;
- Regular back-ups and procedures for recovery in the event of incidents.

Notwithstanding the security measures taken, it is impossible to completely exclude the risk of a personal data breach. Should a data breach occur that is likely to result in a risk to your rights and freedoms, we will report this to the Autoriteit Persoonsgegevens (Dutch Data Protection Authority) within 72 hours in accordance with Article 33 GDPR. Should a data breach be likely to result in a high risk to your privacy, we will notify you without undue delay in accordance with Article 34 GDPR, unless:

- We have implemented appropriate technical and organisational protective measures (such as encryption);
- We have subsequently taken measures that make it unlikely that the high risk to your rights and freedoms will materialise;
- Notification would involve a disproportionate effort.

Where we act as processor on behalf of a Client, we will notify the Client (data controller) without undue delay of the data breach, so that the Client may fulfil its own reporting obligations.

No system can guarantee absolute security; however, we strive for a level of security commensurate with the nature and sensitivity of the data processed.

## 10. Automated Decision-Making

Our instruments (ODC/MC) generate scores and reports on the basis of your responses. This information is used as input for decisions in, for example, coaching, development or selection processes.

We endeavour to ensure that decisions with significant consequences (for example hiring or rejection, promotion, dismissal) are **not based solely** on automated processing, but that a human assessment is always involved. If you have questions in this regard, please contact the commissioning party of the assessment and/or Odin.

## 11. Your Rights

Under the GDPR, you have, subject to applicable conditions, the following rights:

- The right of access to your personal data;
- The right to rectification of inaccurate or incomplete data;
- The right to erasure (“the right to be forgotten”);

- The right to restriction of processing;
- The right to data portability;
- The right to object to certain processing activities (for example where processing is based on legitimate interests);
- The right to withdraw a consent previously given, without prejudice to the lawfulness of processing carried out prior to such withdrawal.

As we frequently act on behalf of our clients, we request that you direct your request in the first instance to the organisation that commissioned the assessment on your behalf (for example your employer or coach). Where this is not possible, or where you are unsure to whom to address your request, you may also submit your request directly to us using the contact details at the end of this statement.

## 12. Queries, Complaints and the Data Protection Authority

For queries or complaints regarding the processing of your personal data, please contact us at:

- E-mail: [info@odincompany.com](mailto:info@odincompany.com)
- Post: Odin Company bv, FAO Privacy, Jonkerbosplein 52, 6534 AB Nijmegen, the Netherlands

If you consider that we are processing your personal data in breach of the GDPR, you have the right to lodge a complaint with the Autoriteit Persoonsgegevens (Dutch Data Protection Authority) at [www.autoriteitpersoonsgegevens.nl](http://www.autoriteitpersoonsgegevens.nl).

## 13. Amendments to This Privacy Statement

We may amend this Privacy Statement from time to time, for example in connection with changes to our services or to applicable legislation and regulations. The most recent version is always available on our website or via the Application. By continuing to use our services following an amendment to this Privacy Statement, you accept the revised version. We recommend that you consult this statement on a regular basis.