

Dear European Data Protection Board,

Having read the ‘Guidelines on the targeting of social media users’ with great interest, I would like to provide the following feedback, for which your consideration would be highly appreciated.

I kindly request a few clarifications on i) the definition of Social Media Provider, ii) the joint controllership when the targeter is a processor, iii) joint controllership and responsibilities for recruitment activities, iv) roles and responsibilities of targeter and other actors, and v) suitable measures for joint controllership.

Firstly, as set in paragraphs 20 to 23, the definition of a *social media provider* seems to be broad enough to include those companies who operate internal intranet platforms for employees. This appears to be the case even when this service is strictly meant only for employees to connect and interact with each other. Given the fact that different organizations offer internal intranet platforms that have no financial or advertising goals and that the data from such platforms will not be used for advertisement or shared outside these companies, it is of my belief that internal intranet services should be explicitly excluded from the scope of the definition. The aim of the internal intranet platform is to ensure efficient communication between companies’ employees, and hence there is no economic incentive in operating these platforms. In relation with the above, I would kindly require additional clarifications on the relation between the social media providers and of operators of internal intranet platforms, and their responsibilities therein.

Secondly, in relation with criteria for establishing joint controllership as stipulated in para. 41 between a social media provider and a targeter, I would kindly request additional clarification on the scenario in which the targeter would act on behalf of another company, such as, for instance, agents active in the recruitment sector. There is no clear answer on how the responsibilities of controllership would be divided in a case where a company decides to use a third-party recruitment agency to act as a targeter. Currently, it is mentioned that a partial decision on the means of processing would set the targeter as a joint controller with the social media provider. In relation with the above, additional clarification about whether it is the controller or the processor (in this hypothetical case, the recruitment company) that will need to establish the joint controllership agreement with the social media provider, would be very much appreciated.

Thirdly, in relation to the joint controllership agreement between targeter and social media provider and considering the realities of the “take it or leave it” agreements as mentioned in para. 129, I consider that it would be beneficial to make a distinction between simple advertisement such as those for recruitment purposes and intrusive advertisement, from which a different set of responsibilities for the targeter would arise in relation with the necessity of having a joint controllership agreement. Here, it is worthy to note that b-2-b organizations, which mainly process personal data relating to HR, use advertising in social media mainly for recruitment purposes. As such, this kind of targeting is not aimed to change the perception or thoughts of the data subject, which would be the case in commercial advertisements. For b-2-b companies the business model is not to sell products or services to natural persons and the single and foremost aim of targeting through social media is simply to aid the recruitment processes by gaining the

professionals needed for fulfilling the aims of our main business model. Therefore, I think that a clear divide between b-2-b companies from b-2-c companies and other actors, would be beneficial, as it appears that the guidelines set of responsibilities and protection bestowed is not aimed at these b-2-b companies. Hence, I consider that a reduced level of responsibilities and compliance requirements should be provided for simple, non-intrusive recruitment activities. This is beneficial for both companies and individuals, as in the aforementioned situations the targeting is also in the interest of the data subject, i.e. in recruiting campaigns where the data subject is simply informed about professional opportunity.

Fourthly, I would kindly request additional information regarding the roles and responsibilities governing the relationship between a targeter and other actors such as for instance, marketing service providers or data analytics companies as defined per para 26. As para.28 stipulates only that analogous considerations from the roles and responsibilities of social media providers and targeter may apply to the targeter and other actors, it remains unclear to what this refers in practice, such as the obligation of having in place a joint controllership agreement.

Lastly, additional information regarding the measures of ensuring compliance for joint controllers would be of great benefit. For instance, as stipulated in para. 128 both controllers ought to implement appropriate technical and organizational measures to ensure and to be able to demonstrate that processing is performed in accordance with the GDPR. A clarification or further examples on what would such measures entail in practice would give us the necessary knowledge to ensure compliance.

I appreciate your ongoing efforts and hope that comments provided will be helpful.

Best regards,

Sarah van Heereveld