

TERMS AND CONDITIONS OF SERVICE

1. General provisions

- 1.1. The following provisions constitute terms and conditions of service (hereinafter: "**Terms and Conditions**"), within the meaning of Article 8 of the Act of 18 July 2002 on the provision of electronic services (hereinafter: "**Act**").
- 1.2. The Terms and Conditions specify the principles of providing services electronically by **GLOBETEK spółka z ograniczoną odpowiedzialnością** with its registered office in Chorzów, address: ul. Leśna 83, 41-506 Chorzów, entered in the Register of Entrepreneurs in the National Court Register, kept by the District Court of Katowice - Wschód in Katowice, VIII Economic Division of the National Court Register, under KRS number: 0000392171 , NIP: 634 - 279 - 20 - 88 ; REGON: 242614973 , (hereinafter: "**Operator**"), within the framework of the website located at www.jobtek.eu, the rights to which are vested in the Operator (hereinafter: "**Website**"), as well as the rules of using the Service by the Customers or Users. The Terms and Conditions specify the terms and conditions for the provision of services through the Website.
- 1.3. The Operator's ICT system comprises a set of cooperating IT devices and software, ensuring the processing and storage, as well as the sending and receiving of data via telecommunication networks, by means of terminal equipment appropriate for a given type of network.
- 1.4. Through the Website, the Operator provides employee recruitment services to:
 - a. entrepreneurs - legal persons, organisational units without legal personality, which are granted legal capacity by the law, as well as natural persons conducting individual economic activity, who have accepted the Terms and Conditions and entered into an agreement or order for the provision of services, where the right to use the Website is subject to a fee (hereinafter: the "**Customer**");
 - b. natural persons of full age or self-employed individuals who:
 - i. have registered a User Account on the Website, accepted the Terms and Conditions and thereby entered into a Service Agreement (hereinafter: "**Registered User**"), or
 - ii. have not registered a User Account on the Website, but have applied for advertisements published on the Website and have read and accepted these Terms and Conditions and the Privacy Policy (hereinafter: "**Unregistered User**"), where the right to use the Website is free of charge (collectively referred to hereafter as: "**User**"),and alternatively, where appropriate consents have been given, for the purposes of our own recruitment.
- 1.5. Provision of electronic services by the Operator consists of enabling use through the Website:
 - a. by the Customer, the functionality of publishing, modifying and deleting job advertisements via the Operator, as well as managing the User's applications in

response to a given advertisement, including viewing, downloading and deleting these applications;

- b. by the User - from the functionalities consisting in browsing the content available on the Website, including job advertisements published on behalf of Customers, as well as enabling application for a position indicated in a job advertisement published on behalf of a Customer using the Website, including transmission of one's CV to Customers, as well as to the Operator for the purposes of possible future recruitment (only in the case of a registered User, and only in the situation when he/she expresses appropriate consents in this scope), where the detailed scope of the services to be provided is set out in the provisions of paragraphs 5 and 6 of the Terms and Conditions below respectively (hereinafter: "**Service**" or "**Services**").
- 1.6. The main threat to any Internet user, including those using electronically provided services, is the possibility of their ICT system being "*infected*" by various types of software created primarily to cause damage. In order to avoid the risks associated with this, it is important that the Customer or User equips their computer, tablet or mobile phone, which they use to connect to the Internet, with anti-virus software and keeps it up-to-date by installing the latest versions as soon as they appear on the market.
 - 1.7. The Operator also informs that particular dangers connected with the use of the service provided electronically, including those described in the Terms and Conditions, are connected with the activity of the so-called hackers aiming to break into the system of both the Operator (e.g. attacks on its sites or systems), and the Customer or the User. The Operator informs that the security and availability of data depends solely on the server - the Customer's or User's device, and therefore it is the responsibility of the Customer or User to ensure that the data is properly secured. The Customer or User also acknowledges that despite the use of various modern "*defence*" technologies by the Operator, there is no perfect protection against the aforementioned undesirable actions.
 - 1.8. The Operator additionally informs that the use of services provided electronically may also involve risks, such as loss of confidentiality of information sent using the Website, including personal data; unauthorised blocking of access to services, for example through the so-called "*mail bomb*" - sending mass e-mails to one person or system with the aim of breaking them down or hampering their operation; or threats in the form of unwanted or unnecessary e-mails - the so-called "*spam*".
 - 1.9. The Operator, pursuant to art. 6 pt. 2 of the Act of 18 July 2002 on the provision of services by electronic means, informs that the function and purpose of the software or data not being a component of the content of the Service, entered by the Operator into the information and communication system used by the Customer or the User, are set out in the Privacy Policy located at www.jobtek.eu/polityka-prywatnosci.
 - 1.10. The provision of the Service to Users is free of charge. The provision of the Service to Customers is provided against payment. The detailed principles and the amount of fees are respectively indicated in the provisions of sections 9.1 - 9.6 below of these Terms and Conditions, in the Price List, located at www.jobtek.eu/cennik and in the Agreement for

electronic provision of services within the Service concluded between the Customer and the Operator.

- 1.11. By registering and accessing or using the Website, the Customer or User accepts these Terms and Conditions and agrees to be bound by them.
- 1.12. All information presented on the Website www.jobtek.eu, including in particular information on the possible ways to conclude and the terms and conditions of agreements on the use of services provided through the Website, do not constitute an offer within the meaning of the Civil Code, but only an invitation to conclude an agreement as stipulated in the provisions of Article 71 of the Civil Code. The provisions of Article 66¹ § 1 - 3 of the Civil Code do not apply to contracts between the Operator and the Customer, to which the Customer agrees.

2. Intellectual property

- 2.1. All material copyrights to the Website (which may constitute software), to the extent indicated in the provision of Article 74 of the Act of 4 February 1994 on Copyright and Related Rights, belong to the Operator. The above shall also apply to all other works, including designations and trademarks, made available by the Operator on the Website, to the extent necessary for the provision of the Service, excluding those elements of the Website that have been made available on the basis of open licences, other licences or by Customers or Users.
- 2.2. The Website, together with the database structure forming an integral part of it, are subject to copyright. The Customer or User is not entitled to disclose the copyrighted intellectual property contained on the Website to third parties.
- 2.3. In the case of a gross violation of the Terms and Conditions by the Customer or User, the Operator shall be entitled to suspend the provision of services to the Customer or User via the Website, after having called upon the Customer or User to desist from the violation.
- 2.4. The Website is made available for use by Customers or Users and is the subject of copyright, exclusively vested in the Operator. Making the Website available does not entitle to:
 - a. to reproduce permanently or temporarily the computer program available on the Website in whole or in part by any means and in any form;
 - b. translate, adapt; rearrange or make any other changes to the computer program comprising the Website;
 - c. distribution, including the lending or rental, of a computer program or a copy thereof;
 - d. transfer of copyrights or any other rights to this programme.
- 2.5. The Website is provided to Customers or Users by Operator and contributors on an "*as if*" basis and all express or implied warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose are excluded. In no event shall Operator or its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of

substitute goods or services, loss of use, data, or profits; or business interruption) caused in any way and on any theory of liability, whether in contract, tort (negligence or otherwise) arising out of the use of this software, even if advised of the possibility of such damage.

- 2.6. The Customer declares that the advertisements and all other materials and content provided by the Customer on the Website will not infringe on the rights of third parties, in particular the copyrights and personal rights of third parties, and that he/she owns the respective proprietary copyrights to the trade names as well as to the graphic and word marks and other materials and content provided in these materials
- 2.7. The Customer grants the Operator a free, unlimited in time and territory, non-exclusive licence to use its trade names and graphic and word marks, including logos, provided for publication on the Website in the performance of the Services and to undertake promotional activities in relation to the advertisement in the following fields of use:
 - multiplication,
 - public performance and display,
 - making available to the public via the Website and third party portals and tools.

3. Technical requirements

- 3.1 In order to use the Website correctly, a device (computer, smartphone, tablet or other multimedia device) with Internet access that supports a web browser is required; access to email and having at least one of the programmes that allow the reading of files in PDF, doc, docx format. It is also recommended to enable Java Script, Cookies in the browser and to grant appropriate access if necessary.
- 3.2 The Operator shall use its best endeavours to ensure that the Website meets the functional requirements described in these Terms and Conditions.
- 3.3 The Operator reserves the right to change the functionality of the Website by extending it with new functions and facilities for Customers or Users, as well as changes to existing functionality, at any time.
- 3.4 The Operator shall update the data referred to in this provision. In the event of the introduction of changes relevant to the use of the Service related to technological modifications of the Service provided, the Operator shall provide such information to the e-mail address of the Customer or User provided during registration. A change in technical requirements shall not be considered an amendment to the Terms of Service.
- 3.5 The use of the Service, in the case of the Customer, is made by logging on to the Service and, in the case of the User, by starting the Service in the Internet domain. The use of the Service by means of external applications, overlays or plug-ins, as well as the use of other operating systems, is carried out at the sole risk of the Customer or the User, to the exclusion of the Operator's liability.

4. Terms and conditions of service

- 4.1 The Customer or User is obliged to:
- a. read the Terms and Conditions and the User Manual.
 - b. comply with the law, these Terms and Conditions, good morals and the generally applicable Internet usage rules when using the Website.
 - c. use the Service in a manner that does not infringe on the rights of the Operator or third parties.
 - d. to ensure that the contact details of the Customer or the User, respectively, are up-to-date and factually correct, and in the event of a change, to notify the Operator immediately, via its administration, at the e-mail address: notify@jobetek.eu ; The Customer's or User's data is presumed to be up-to-date until the Operator is effectively notified of the change.
 - e. to report to the Operator, through its administration, at the e-mail address: notify@jobetek.eu of any noticed irregularity in the operation of the Website.
- 4.2 The Customer or User is obliged to refrain from carrying out any unlawful acts in the use of the Service, in particular:
- a. use the Service directly or indirectly for any purpose that is contrary to the law, these Terms and Conditions, good morals or generally accepted principles of Internet usage.
 - b. use the Service in a manner which violates the rights of the Operator or third parties
 - c. the provision of data by or to the Operator's data communication system:
 - causing a disturbance or overload of the Operator's ICT system or of third parties directly or indirectly involved in the provision of the Service,
 - which otherwise violate the law, these Terms and Conditions, the Operator's or third parties' goodwill or the generally accepted principles of Internet use.
- 4.3 The Operator may permanently or temporarily cease to provide the Service to the Customer or User in the event of an infringement or a justified suspicion of an infringement (temporarily to be clarified) or a material breach by the Customer or User of the law, the Terms and Conditions, the Operator's or third party's rights, good morals, or generally accepted principles of Internet use. The Operator shall not be liable for such permanent or temporary cessation of the Service.
- 4.4 Temporary discontinuation of the Service shall restrict the Customer or User from using the Service. However, the Operator shall make every effort to ensure that the Service is provided without interruption.
- 4.5 The Operator is entitled to prevent (block) access to the data entered by the User into the Operator's ICT system in the case of:
- a. receipt of official notification of the unlawful nature of stored data or related activities,
 - b. obtain reliable information or become aware in any way of the unlawful nature of stored data or related activities,
- 4.6 In the case referred to in the provision of clause 4.5 above, the Operator shall immediately notify the Customer or User of its intention to prevent (block) access to the data. The notification shall be sent to the Customer's or User's e-mail address indicated and

confirmed at the time of registration, or, in the event of a change in this respect by the Customer or User after the date of registration, to the changed and confirmed e-mail address.

5. Scope of services provided to customers through the Website

- 5.1. Provision of electronic services by the Operator to the Customer consists of enabling the Customer to use the following functionalities via the Website:
 - a. access to the customer's account;
 - b. browsing ads on the Website;
 - c. publication, modification and deletion, through the Operator, of advertisements on the Website;
 - d. management of users' applications in response to an announcement, including viewing, downloading and deleting these applications;
 - e. the promotion of advertisements within the Website and, subject to the conditions agreed in the contract between the Operator and the Customer, also outside the Website.
- 5.2. The provision of the Service to Customers is subject to a fee.
- 5.3. The use of the Website by the Customer, within the scope of the service provided, takes place on the basis of an agreement concluded between the Customer and the Operator through the submission of consensual declarations of intent by the parties in electronic form using electronic means of distance communication - in the form of an e-mail message. However, the condition for using the Service is reading and accepting the content of these Terms and Conditions and the Privacy Policy referred to in the provision of paragraph 1.9.
- 5.4. The period of service to the Customer is based on the number of advertisements covered by the contract between the Customer and the Operator, and is fully dependent on the Customer's request to the Operator to publish the last of the advertisements to which he is entitled under the contract.
- 5.5. The customer shall be entitled to request the Operator to remove his/her own advertisement from the Website at any time, however, this shall not give rise to a claim for a refund of the consideration for the advertisement so removed.
- 5.6. The Customer may cancel the Customer's account by submitting an appropriate instruction via e-mail to: notify@jobtek.eu . The deletion will take place within 7 working days of receipt of the instruction. However, deletion of the account shall result in automatic deletion of advertisements published on behalf of the Customer to whom the account is assigned, however, the above request shall not affect the contractual provisions regarding the payment obligation to the Operator, nor shall it result in a claim for reimbursement of remuneration for the advertisement so deleted.
- 5.7. The Operator shall be entitled to remove the Customer's account if the Customer has not logged into his/her account or has not published an advertisement for a consecutive

period of 12 months, provided that the Customer does not have any active advertisements published on the Website or to which he/she is entitled on the basis of an agreement, as well as if the Customer violates the provisions of the agreement concluded between him/her and the Operator, the Terms and Conditions or generally applicable laws, provided that the Customer has been previously summoned to cease violations and given a deadline of 2 working days to do so. In such cases, the Operator shall inform the Customer of the planned deletion of the Customer's account, via e-mail. The above shall not affect the other obligations of the parties arising from the contract or order concluded between the Customer and the Operator, in particular the provisions relating to payments to the Operator, as well as the payments themselves.

6. Scope of services provided through the Website to Users

- 6.1. Provision of electronic services by the Operator to the User consists of enabling the User to use the following functionalities via the Website:
 - a. registration of and access to a User Account in the case of a registered User;
 - b. browsing the content posted on the Website, including advertisements published on behalf of Customers;
 - c. to apply for advertisements published on behalf of clients using the Website,
 - d. to set their preferences in the selection of content posted on the Website, including advertisements published on behalf of Customers.
- 6.2 The provision of the Service to Users is free of charge.
- 6.3 Between the Operator and a registered User, an agreement is concluded on the provision of services through the Website, enabling the use of the Website, under the conditions specified in the Terms and Conditions, at the moment of activation of the User's Account preceded by correct filling in of the registration form, acceptance of these Terms and Conditions, by unchecking the appropriate check boxes, and the first logging in to the User's Account, and the Agreement on provision of services through the Website is concluded for an indefinite period of time.
- 6.4 Between the Operator and the Unregistered User, an agreement for the provision of services through the Website is concluded, enabling the use of the Website under the conditions specified in the Terms and Conditions, at the moment of commencement of the use of the Website by the User through its activation, and the Agreement for the provision of services through the Website is concluded for an indefinite period of time. The non-registered User shall be deemed to have accepted these Terms and Conditions from the moment he/she begins to use the Website by activating it.
- 6.5 The User may stop using the Service at any time, and thus terminate the contract for the provision of services through the Website. In the case of a registered User, the termination of the agreement must be preceded by a request to the Operator in the form of an e-mail requesting the deletion of the User Account or the last access account. Upon deletion of the User Account or the last access account, and thus termination of the agreement for the provision of services through the Website, all User data recorded within this account shall also be deleted.

- 6.6 The contract for the provision of services may also be terminated by the Operator in cases indicated in the Terms and Conditions, in particular, if the User has not logged into the account for a consecutive period of 24 months, as well as if the User violates the provisions of the regulations or generally applicable laws. In such cases, the Operator shall inform the User of the planned deletion of the User Account, via e-mail.
- 6.7 The termination of the agreement for the provision of services shall cause the removal of all User data recorded within the User Account, as well as from the Operator's database if they have been collected therein, including the account itself, unless the provisions of law or decisions of competent authorities state otherwise, or the removal of all data entered by the User from the Operator's data communication system is not possible due to the nature of the Service. At the same time, in the case of applications submitted by the User for advertisements published on behalf of Customers, their deletion takes place within the Website, however, it does not apply to deletion from the Customer's own resources, if the application has already been downloaded from the Website by the Customer.

7. Access to the Website and Customer Registration

- 7.1 The Operator provides services through the Website accessible via the Internet. The Customer may use the functionalities of the Website by means of any computer or mobile device meeting the technical requirements and connected to the Internet in any way.
- 7.2 The Customer's account is assigned and made available to the Customer by the Operator after the conclusion of the relevant agreement between the Customer and the Operator through the submission of consensual declarations of intent by the parties in electronic form by means of remote electronic communication - in the form of an e-mail message. The Operator sends a message to the Customer containing data on access and operation of the Customer's account (containing, above all, the login and the first password). After the first login, the Customer is obliged to create a new target password within the Customer account.
- 7.3 However, the Customer may only have one Customer account within the Website.
- 7.4 Any accounts created as a customer account by the customer or by third parties within the Website without the Operator's approval do not constitute a customer account within the meaning of these Terms and Conditions and do not result in the conclusion of any agreement.
- 7.5 As soon as the Customer's account is assigned and made available to the Customer and the access and operating data for such account are sent (hereinafter: "Activation of the Customer's account"), an agreement for the provision of electronic services via the Website comes into effect, enabling the use of the Website and its functionalities, under the terms and conditions of these Terms and Conditions.
- 7.6 Within the Customer's account, after logging in to the Customer's account on the Website, the Customer is able to do the following through the Operator: complete and modify

his/her profile, delete his/her account, add, change and delete advertisements, establish, add and modify within the scope of changes the access of the Customer's personnel to the Customer's account, whereby the Customer is responsible for the personnel as for his/her own acts or omissions.

- 7.7 Within the Customer's account, after logging in to it on the Website, the Customer is able to do the following on his or her own: monitor the history of past advertisements, view, download and delete User applications, as well as change account settings, including password changes.
- 7.8 The Customer maintains access to the Service via the domain www.jobtek.eu and its subdomains. The User should pay particular attention to the security of the website - whether it is marked with the "*green padlock*" symbol (HTTPS).
- 7.9 The Customer is solely responsible for protecting the ID and password used to access the Service and agrees not to disclose the password to any third party. The Operator shall not be liable for any loss or damage resulting from failure to comply with the above requirements. The Customer shall inform the Operator immediately of any breach of security or unauthorised use of the Customer's account. At the same time, the Operator emphasises that the security of the Website and the Customer's account depends primarily on the security of the server - the Customer's terminal equipment.
- 7.10 The Operator sends to the Customer, to the e-mail address provided by the Customer, messages related to the functioning of the Website, including, inter alia, announcements concerning the functioning of the Website, information on significant changes or improvements to the functioning of the Service and changes to the content of the Terms and Conditions, as well as information on applications for advertisements published on behalf of the Customer.

8. Use of functionality by the Customer

- 8.1 The publication of an advertisement within the Service takes place exclusively on the basis of an agreement concluded between the Customer and the Operator through the submission of consensual declarations of intent by the parties in electronic form using means of remote electronic communication - in the form of an e-mail message, after access to the Customer's account has been granted and the Customer has logged into this account for the first time.
- 8.2 In order to publish an advertisement, the Customer must fill in the advertisement form and then send it by e-mail to the Operator for publication to the e-mail address indicated in the contract. The Customer may also entrust the Operator, via the e-mail address indicated in the contract, to complete the ad form on his behalf, in accordance with the Customer's instructions or guidelines. The advertisement will not be published until the Customer has received an e-mail acceptance of the Operator's proposed advertisement design.

- 8.3 The advertisement will be published no later than 24 hours after receipt of the Customer's e-mail acceptance of the Operator's proposed advertisement design.
- 8.4 The published advertisement will be available for a period of 30 days from its publication on the Website.
- 8.5 Entrusting the filling of the advertisement form to the Operator on behalf of the Customer may only be done by persons on behalf of the Customer indicated in the agreement concluded between the Customer and the Operator. Any change of these persons requires immediate notification by e-mail to the Operator of this fact, and the fact of notification is effective upon receipt of an e-mail from the Operator containing confirmation of receipt of such information.
- 8.6 The advertisement form may be filled in by the Customer or by the Customer's staff who have been granted access to the Customer's account. The person filling in the advertisement form is presumed to be the person authorised to act on behalf of the Customer in this respect.
- 8.7 The advertisement should meet the following conditions:
- a. should include an offer of paid work or co-operation or an internship (whether paid or unpaid) to be provided on the basis of a legal form of employment;
 - b. should include an actual offer of work or cooperation;
 - c. the work or cooperation offered and the conditions under which it is carried out must comply with the law;
 - d. the Customer's logo, trademark or branding.
- 8.8 Within the ad form, the Customer has the option to add or complete the ad himself:
- a. information clause for applicants;
 - b. the content of consent to the processing of personal data for future recruitment;
 - c. the content of other consents that the Customer wishes to obtain from Users, whereby, in the event that the Customer fails to complete the information clause referred to in sub-clause b) above, the Operator will place a default information clause in this regard, which the Client hereby accepts, and the Operator shall not be liable for any failure to adapt the content of the information clause and the content of consents to the actual needs of the Customer.
- 8.9 The Operator shall have the right to moderate the content of the announcement proposed by the Customer prior to its publication on the Website, to the extent of, inter alia, verifying its spelling and stylistic correctness and making necessary corrections, including factual ones upon the Customer's consent.
- 8.10 The Users, when applying for published advertisements, will, as a rule, respond to the Client via the Website, within the functionalities made available to them by the Operator. However, the Customer and the Operator may agree on the basis of an agreement between them that the Users will have the possibility to apply for the position indicated in the Customer's advertisement through external systems.

- 8.11 The Operator may refuse to publish or remove the Customer's announcement if it violates the Terms and Conditions or the commonly applicable provisions of law, including, in particular, illegal content or infringes personal rights of third parties. Removal of an announcement may take place on condition that the Customer is requested to remove the violation and amend the announcement within at least 1 business day, unless the Operator is obliged to remove the announcement immediately pursuant to generally applicable provisions of law.
- 8.12 In the event of the deletion of an advertisement as referred to in the provision of section 8.11 above, the Customer shall not be entitled to any claims against the operator on this account, including reimbursement of fees.

9. Payment for use of the Website by the Customer

- 9.1 Fees for use of the Website are set in an agreement concluded between the Customer and the Operator by means of the parties' mutual declarations of intent in electronic form using remote electronic communication means - in the form of an e-mail, however, in the absence of any provisions to the contrary, the provisions of sections 9.2 to 9.6 below shall apply.
- 9.2 Detailed information on the individual fees charged by the Operator for the use of the Website can be found in the Price List, located at www.jobtek.eu/cennik. However, the amount of the fee is determined individually on the basis of the agreement concluded between the Customer and the Operator pursuant to the principles described in Subparagraph 9.1 above.
- 9.3 Immediately after the conclusion of the contract under the terms described in Paragraph 9.1 above, the Operator shall provide the Customer in the form of an e-mail VAT invoice for the amount agreed upon in the contract between the parties with the obligation to pay within 14 days from the date of its sending to the e-mail address indicated by the Customer in the contract or, if not indicated, to the e-mail address of the Customer through which the contract was concluded. The Customer shall pay the Operator the agreed price for the service within the aforementioned period to the account number indicated on the VAT invoice.
- 9.4 If the contract between the operator and the customer does not contain any provisions to the contrary, the customer authorises the operator to issue a VAT invoice for the provision of services without the operator's signature and to send said VAT invoice to the e-mail address indicated by the customer in the contract or, if no such address is indicated, to the e-mail address of the customer through which the contract was concluded.
- 9.5 The fees are net amounts and must be increased by value added tax (VAT) at the rate applicable under generally applicable legislation.
- 9.6 The Operator reserves the right to change the charges for the use of the Website as indicated in the Price List at any time, but the new prices will not affect the content of the concluded contracts.

10. Access to the Website, User registration and use of the Website by the User

- 10.1 The Operator provides services through the Website accessible via the Internet. The User may use the functionalities of the Website by means of any computer or mobile device meeting the technical requirements and connected to the Internet in any way.
- 10.2 Before using the Website, the User may create an account by following the Instructions on the Website. Each Registered User may only have one User account within the Website.
- 10.3 The correct completion of the registration form for the creation of a User Account requires the provision of User data and the completion of at least the following steps:
 - a. name,
 - b. e-mail address,
 - c. acceptance of the Terms and Conditions,
- 10.4 After registration, in order to be able to use the Website, the Registered User is assigned an individual designation (referred to in these Terms and Conditions as "User Account") and a first login password, which the Registered User is obliged to change after the first login.
- 10.5 Registration of a User Account concludes with the activation of the account and marks the completion of the registration process. At this point in time, between the Operator and the User, an agreement is concluded on the provision of services through the Website, enabling the use of the Website and its functionalities.
- 10.6 The Operator reserves the right to verify the correctness of the registration form in terms of the compatibility of the provided data with the actual state of affairs. Should the Operator have any doubts as to the correctness of the data provided, he shall be entitled to suspend the User's Account until the doubts are clarified and the correctness of the data provided is verified.
- 10.7 Within the User Account, after logging in to it within the Website, the Registered User has the possibility, through the Operator, of completing and modifying his/her profile, including his/her photo, first and last names, city of residence, description and others, completing the profile with a CV, changing the account settings, including the password, deleting the account.
- 10.8 Completion of the Registered User profile with at least first and last names and a CV is required in order to use the functionality of applying for advertisements published on behalf of Customers using the Website.
- 10.9 The User maintains access to the Website via the domain www.jobtek.eu and its sub-domains. The User should pay particular attention to the security of the website - whether it is marked with the "*green padlock*" symbol (HTTPS).
- 10.10 The registered user is solely responsible for protecting the ID and password used to access the Website. The User agrees not to disclose the password to any third party. The Operator

shall not be liable for any loss or damage arising from failure to comply with the above requirements. The Registered User shall inform the Operator immediately of any breach of security or unauthorised use of the User Account. At the same time, the Operator emphasises that the security of the Website and the User Account depends primarily on the security of the server - the User's terminal equipment.

10.11 The User can apply for advertisements published on the Website by selecting the relevant advertisement and choosing the appropriate button, and then the User will be redirected to an external recruitment system or will be asked to fill in a recruitment form on the Website.

10.12 The Operator shall send the registered User, to the e-mail address provided by him, messages related to the functioning of the Service, including, among others, announcements concerning the functioning of the Service, information on significant changes or improvements in the functioning of the Website and amendments to the content of the Terms and Conditions.

10.13 The Operator shall only send information on available job offers to the registered User at the e-mail address provided by the User if the User has consented to receive information on job offers and has not waived his or her consent. The consent described above is a voluntary consent and its absence does not affect the possibility of creating a User Account.

11. Personal data and its protection

11.1 The Customer's or User's data entered into the Website is the property of the Customer or User respectively, who has full access to it, subject to the provisions of paragraphs 4.2 - 4.6 of the Terms and Conditions above.

11.2 Personal data provided by the Customer or Registered User in the course of creating an account of the Customer or Registered User, respectively, will be processed by the Operator in order to duly provide services through the Website. The processing of personal data by the Operator will be carried out in accordance with the provisions of the Act of 18 July 2002 on the provision of electronic services, the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter also referred to as "GDPR", and the Act of 10 May 2018 on the protection of personal data.

11.3 The administrator of the personal data of the Customer or User, provided during the creation of the Customer's or User's account respectively, is the Operator, who shall take all necessary measures to protect such data, as well as other data entered into the Website by the Customer or User. This data is processed by the Operator, in particular in order to provide services via the Website, including ensuring the proper quality of services,

monitoring and verifying the correctness of its provision, for the duration of their duration, and the basis shall be Article 6(1)(b) GDPR.

- 11.4 The provision by the Customer or User of the personal data required for the creation of the Customer's or User's account is voluntary, but it is a necessary condition for the effective creation of that account and the use of the services provided through the Website. The personal data required for the creation of an account, which are at least the data indicated respectively in the agreement with the Customer with respect to the Customer and in section 10.3 above with respect to a registered User, are the data necessary for the performance of the agreements on the provision of services through the Website, and their processing shall take place for the purpose of the performance of the aforementioned agreements.
- 11.5 The Operator shall be entitled to store the personal data and CV of a Registered User made available on the Website and to process such personal data for the purposes of other recruitments carried out by the Operator only if the said Registered User has given such consent. The Registered User's consent is voluntary and may be revoked at any time, and failure to give such consent or to opt out of it shall not affect the ability to use the Website.
- 11.6 From the moment of commencement of use of the Website, i.e. its activation, the User and the Customer (or the person acting on behalf of the Customer) have the opportunity to become acquainted with the information on the use of cookies and the Privacy Policy (referred to in point 1.9 of the Terms and Conditions) within the Website, and are obliged to make a declaration on whether or not they consent to their use in full or in part. The content of the Privacy Policy referred to in the preceding sentence is also available in the tab within the Website at www.jobtek.eu/polityka-prywatnosci.
- 11.7 Passwords for the Customer's and User's account will be stored in encrypted form, with an individually generated key.
- 11.8 The Operator provides the Customer or User with up-to-date information on the technical measures to prevent unauthorised persons from obtaining and modifying personal data sent electronically, i.e. constituting protection, in particular through the following functionality guaranteed by the security plug-in: <https://www.wordfence.com/>:
 - a. protection against Brute Force attacks;
 - b. secure login (XMLRPC protection, reCAPTCHA, IP access control);
 - c. two-step login for administrators and users;
 - d. malware scanning.
- 11.9 The Operator shall ensure that the data stored in the Customer's or Registered User's account is protected against access by third parties, subject to persons authorised by the Customer or Registered User or other persons authorised to process personal data. In securing the data, the Operator shall exercise due diligence in this respect - in accordance with its knowledge and available technical means.

- 11.10 The Customer or User acknowledges that the Service's ICT infrastructure meets the requirements and security mechanisms placed on the Operator as a personal data controller in accordance with the provisions of the GDPR Regulation.
- 11.11 The Customer (insofar as it is applicable to him/her) or the User has the right to inspect and access his/her Customer or User data and his/her personal data, as well as the right to modify and rectify them at any time.
- 11.12 The Customer (to the extent applicable to him/her) or the User also has the right to request the erasure of personal data if one of the grounds of Article 17(1) GDPR applies, as well as the right to request the restriction of the processing of personal data in the cases indicated in Article 18(1) GDPR.
- 11.13 The Customer (to the extent applicable to him/her) or the User also has the right to receive in a commonly used readable format the personal data concerning him/her that he/she has provided to the controller, as well as the right to request that this data be sent to another controller.
- 11.14 The Operator also informs that any Customer (to the extent applicable to him/her) or User to whom the data relates has the right to lodge a complaint with the supervisory authority, the President of the Data Protection Authority, if he/she believes that the processing of personal data concerning him/her violates the provisions of the GPDR Regulation.
- 11.15 The provider undertakes not to pass on customer or user data to third parties, except in cases expressly provided for by law. In some cases, data can be temporarily automatically decrypted, for example for comparison with a newer file version or for virus scans, and then encrypted again.
- 11.16 Temporary inaccessibility of the Customer's or User's account is possible due to maintenance of the IT system used by the Operator. The Operator will endeavour to inform you of such impediments to access to the Website when they occur.
- 11.17 The Operator undertakes to immediately inform the Customer or the User of any request for access to his/her data made by a public prosecutor's office, court or other authorised state authorities. Access to information, activity or decrypted data may be granted to the police, prosecutor's office, court or other authorised bodies on the basis of functioning legal regulations.
- 11.18 The customer declares that it is the controller of the personal data:
- a. users of the Service who have applied for its advertisement;
 - b. members of the Customer's staff processed on the Website;
 - c. members of the Customer's staff who have access to the Customer's account;
- confirming that it has a valid and effective basis for processing the personal data referred to above.

11.19 If the Customer and the Operator have not agreed separately in the contract, the Customer accepts that in the performance of the services to the Customer, the Operator will have access to the personal data of the candidates within the Website.

11.20 The Customer entrusts the Operator with the processing of the personal data of the persons referred to in paragraph 11.17 b. and c. under the terms and conditions set out in the agreement on entrusting the processing of personal data concluded between the Parties.

11.21 The Operator may process the personal data of the Customer or User after the termination of the Service only in the cases and under the terms of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

12. Operator's liability

12.1 The Operator shall make every effort to ensure the proper functioning of the Website in technical and formal-legal terms. The Operator shall not be liable for any damages or losses of any kind, whether direct or indirect, to the Customer or User (including damages for loss of business profits, business interruption or loss of business information, or other damage of a material nature) arising out of the use, inability to use, or malfunction of the Website.

12.2 The Operator does not bear any liability in connection with improper use by the Customer or the User of the Website, or the malfunctioning of the computer equipment, computer software or communications system by means of which the Customer or the User connects to the Website, or in connection with use of the Website contrary to its purpose or instructions. The Operator informs that due to the very large number of configurations of the Website and despite the Operator's best efforts, the Operator is not able to foresee all situations that may arise from the functioning and use of the Website.

12.3 The Operator does not guarantee continuous, uninterrupted or trouble-free operation of the Website to the Customer or User, in particular if the interruption in operation is due to:

- a. for reasons not attributable to the Operator, in particular those attributable to the Customer, the User, third parties or the operator responsible for data transmission;
- b. from the need for the Operator to carry out necessary maintenance or service work;
- c. as a result of force majeure, understood as an external event that is impossible or difficult to foresee and impossible or significantly difficult to prevent, where the impossibility of prevention refers not so much to the immediate phenomenon itself as to its consequences.

12.4 Subject to the provisions of paragraph 12.3 above, the Operator shall use its best endeavours to provide the Service without interruption.

- 12.5 The Website may contain links to third party websites (e.g. advertisers) which are not owned and controlled by the Operator. The Operator accepts no responsibility for any of these sites and the information, materials, products or services contained therein.
- 12.6 The Website allows the Customer or User to add and send information or data, which remain the property of the Customer or User respectively and are stored on servers - the Customer's or User's terminal equipment. The Operator shall not be liable for the content and accuracy of data sent by the Customers or Users on the Website, in particular with regard to published advertisements or submitted applications.
- 12.7 The Customer accepts that the provision of incomplete or erroneous Customer identification data may result in non-performance or incorrect performance of the Service by the Operator.
- 12.8 The Operator does not guarantee to the Customer that as a consequence of an advertisement placed on the Website, applications will be submitted by Users. At the same time, the Operator does not guarantee the User that the Customer placing the advertisement will respond to the User's application or communicate with the User in any way.

13. Restrictions on use of the Website

- 13.1 It is prohibited to transmit, publish or store via the Website any content prohibited by generally applicable law, including international agreements, EU law and the law of the Republic of Poland.
- 13.2 In particular, it is prohibited to:
- a. use the Website for any unlawful purpose or to promote illegal activities;
 - b. to post content in violation of generally applicable laws, including intellectual property rights and rights of privacy, personal rights of third parties, etc;
 - c. posting unlawful content, including in particular content that incites hatred or discriminates, in particular on grounds of gender, gender identity and identification, age, race, nationality, ethnic origin, sexual orientation, religious or sectarian affiliation or disability;
 - d. impersonate other Customers; Users or other persons;
 - e. publish links to malicious content intended to damage or interfere with the equipment or software of third parties or to threaten their privacy.
- 13.3 It is also forbidden to place on the Website content that constitutes an offer to sell or buy, as well as any other trade in goods, in particular those whose trade is prohibited by generally applicable legislation.

14. Complaints

- 14.1 All complaints and remarks related to the use of the Website, the Customer or the User should send from the e-mail address registered in the Service to the e-mail address of the Operator: complaints@jobtek.eu .

- 14.2 Complaints regarding the provision of the Service may be made for non-performance or improper performance of the Service.
- 14.3 Complaints, together with a justification (description of the event) and the login under which the Customer or User appears on the Website, must be submitted electronically in the form of an e-mail message in accordance with section 14.1 above and should be submitted by the Customer or User immediately, no later than within 14 days of the date of the occurrence of the event justifying the submission of the complaint or the date on which the Customer or User became aware of the occurrence of such an event.
- 14.4 Complaints will be considered in the order of receipt no later than 21 days from the date of receipt of a complete complaint. In justified cases, the Operator may extend the deadline for consideration of the complaint by an additional 21 days, of which the Customer or User submitting the complaint will be informed.
- 14.5 The Customer or User will be informed of the manner in which the complaint is dealt with in the form in which the complaint was made.

15. Amendment of the rules of the Terms and Conditions

- 15.1 The Operator reserves the right to amend these Terms of Conditions. An amendment to the Terms of Conditions may take place in particular in the case of technological or organisational changes in the operation of the Service. The Operator shall inform the Customer or the User about changes to the Terms and Conditions by making the content of the new Terms and Conditions available on the Website, at the same time sending the amended content of the Terms and Conditions to the e-mail address of the Customers and Users registered on the Website, indicated by the Customer or the User.
- 15.2 Amendments to the Terms and Conditions shall become effective 7 days after the new Terms and Conditions have been published on the Website and the amended Terms and Conditions have been sent to the Customer or Registered User.
- 15.3 The acceptance of amendments to the Terms and Conditions takes place through the continued use of the Website after the amendments to the Terms and Conditions come into effect. In the case of non-acceptance of the content of the amendments to the Terms and Conditions, the Customer or Registered User may, within 7 days from receiving the content of the amended Terms and Conditions, request the Operator to delete the Customer's or User's account and thereby terminate the agreement for the provision of services through the Website.

16. Final provisions

- 16.1 The Terms and Conditions are an integral part of the agreement with the Customer. Unless these provide otherwise, in the event of a conflict between the Terms and Conditions and the agreement with the Customer, the provisions of the agreement shall prevail.

- 16.2 Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of Polish law.
- 16.3 The obligations arising from these Terms and Conditions and the contracts concluded as a result of acceptance of these Terms and Conditions shall be governed by Polish law.
- 16.4 The Terms and Conditions are made available on the website of the Website, i.e. at the following internet address: www.jobtek.eu/regulamin , free of charge, in a way that makes it possible to obtain, save, store and reproduce it on the Customer's or User's device, by means of a teleinformatic system they use. The Terms and Conditions are made available prior to the conclusion of the relevant agreements and prior to the use of the Website.
- 16.5 Any potential disputes arising out of or in connection with the use of the Website shall be submitted to the jurisdiction of the common court having jurisdiction over the Operator's registered office or principal place of business.