



TERMS AND CONDITIONS OF PROVIDING THE "CANDIDATE ACCOUNT" SERVICE

§ 1 DEFINITIONS

Terms used in these Regulations have the following meaning:

1. **Service Provider's E-Mail Address** - means the Service Provider's e-mail address to which the User may send any statements, notifications and queries regarding the provision of the Service: kandydat@erecruiter.pl;
2. **User's E-Mail Address** - means an e-mail address provided by the User in the Recruitment Form assigned to an active e-mail box with verified authorization data;
3. **eRecruiter Application** - means the web application owned by the Service Provider, allowing employers to independently control and manage their recruitment processes and a database of candidates applying for recruitment ads;
4. **Data** - means information, files, personal data and other content collected by the User in the Account;
5. **Recruitment Form** - means the eRecruiter Application functionality allowing employers to independently build selection questions as part of the conducted recruitment process and attaching them to the recruitment ad in the form of a dedicated website;
6. **Account** - means a separate part of the Website available to the User after logging in, in which the User benefits from the Service and performs certain operations related to the use of the Website;
7. **Inactive Account** - means a separate part of the Website that is unavailable to the User created in order to transform it into an Account after meeting by the User all conditions required by the Regulations;
8. **Profile** - means information, data, files and other elements defining the User transferred to the Account from the previously completed Recruitment Form;
9. **Regulations** - means these regulations;
10. **Website** - means an IT platform owned by the Service Provider and made available via the Internet, supporting candidates in applying for job offers, managing applications and contact with recruiters;
11. **Service** - means the service of providing the User with an access to the Account on the Website;
12. **Service Provider** - means jointly:
 - a) eRecruitment Solutions a limited liability company with its registered office in Warsaw at ul. Prosta 68, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register under the number KRS 0000282554, with the tax identification number NIP: 5272541511; and
 - b) Grupa Pracuj a limited liability company with its registered office in Warsaw at ul. Prosta 68, 00-838 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the number 0000584545, with the NIP number: 527-27-49-631
13. **Agreement** - means an agreement concluded between the User and the Service Provider for providing Services;
14. **Works** - means works collected by the User in the Account within the meaning of the Act on Copyright and Related Rights;
15. **User** - means a natural person over 18 years of age who has created an Account;
16. **Image** - image, full name and honour of the User within the meaning of art. 23 of the Civil Code.

§ 2 SERVICE PROVISION AGREEMENT

1. The subject of the Agreement is the provision of the Service. The scope of the Service and Account functionalities are described in Attachment no. 1 to the Regulations.
2. Using the Service requires to create an Account. To create an Account it is necessary to:
 - 1) provide the User's E-Mail Address;
 - 2) complete the Recruitment Form and send it to the employer;
 - 3) grant a consent for creating an Account and acceptance of the Regulations;
 - 4) activate an account.
3. Account activation consists in clicking on the activation link sent to the User's E-Mail Address.
4. The service provision agreement is concluded between the Service Provider and the User upon Account activation.
5. Till the moment of Account activation, the Service Provider creates an Inactive Account for the User. If the User fails to activate the Account within 60 days from the date of receiving an activation link, the Service Provider will delete an Inactive Account.
6. Creating an Account is tantamount to accepting the Regulations by the User.
7. The Service Provider allows reading the Regulations before the Account is created. The Regulations are available in electronic form and can be downloaded in PDF format at [https://kandydat.erecruiter.pl/files/Terms And Conditions Candidate Account 2020-04-01.pdf](https://kandydat.erecruiter.pl/files/Terms%20And%20Conditions%20Candidate%20Account%202020-04-01.pdf), unless the User does not meet the technical conditions specified in § 9 of the Regulations.
8. Within a reasonable time after the conclusion of the agreement, but before the commencement of providing the Service, the Service Provider provides the User with confirmation of concluding the agreement on a durable medium.

§ 3 TERMS OF PROVIDING THE SERVICE BY THE SERVICE PROVIDER

1. The service is provided to the benefit of the User free of charge by the Service Provider, pursuant to the Regulations.
2. To properly provide the Service, the User must have the User's E-Mail address throughout the term of the Agreement. The User gains an access to the Account using the access link sent to the User's E-Mail Address:
 - 1) upon sending by the User the Recruitment Form to the employer; or
 - 2) clicking an access link that has expired; or
 - 3) providing the User's E-mail Address on the <https://kandydat.erecruiter.pl> website or
 - 4) as a result of using the functionality of the Account.
3. The User has one User's E-Mail Address assigned to one Account. Change to the User's e-mail address is not possible.
4. Using the Account may require sending to the User's E-mail Address an e-mail regarding, among others:
 - (i) applying by a User logged to the Account for a new position, (ii) information about the possibility of adding by the User an application to the Account for a new position if the User is not logged to the Account; (iii) access links to the Account; (iv) reminders about the possibility of activating the Account; (v) information about the possibility of using the Service in the case of Users, who failed to log in to the Account for a long time; (vi) sending technical, legal and transaction-related messages related to the functioning of the Website.

§ 4 USER'S RIGHTS AND OBLIGATIONS

1. The User is obliged to use the Account only for his/her own needs.
2. The User is not entitled to use the Account for any business activity.
3. The User undertakes not to copy or disseminate the Website or its elements and is liable towards the Service Provider for its unauthorized dissemination or duplication and for the resulting damage suffered by the Service Provider.
4. The User is obliged not to take any actions interfering with the Website structure or architecture and not to take any actions that would destabilize the Website operation.
5. The User is obliged to keep confidentiality of mailbox authorization data as part of which the User's E-mail Address is being used. The User is liable for the selection of authorization data ensuring the highest possible level of protection against their retrieval by other persons or software.
6. The User undertakes not to store illegal content in the Account, in particular the following content:
 - 1) violating personal rights of third parties,
 - 2) inciting to commit an offence,
 - 3) containing vulgar statements.
7. If the Service Provider blocks an access to the Account pursuant to § 5 para. 1 of the Regulations, the User may exercise his/her right to access the data collected in the Account by submitting a relevant request to the Service Provider's E-Mail Address.
8. The User is obliged to collect in the Account data that is real and reliable and concern himself/herself.
9. The User has the right to delete the Account at any time. Upon deleting the Account, the Agreement is terminated.

§ 5 SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

1. The Service Provider is entitled to block the User's access to the Account if the User:
 - 1) undertakes any actions that interfere with the Website structure or architecture or undertakes any actions that would destabilize the Website operation;
 - 2) infringes any provisions of the Regulations, in particular by storing illegal content in the Account.
2. Blocking an access of the User to the Account may take place only after prior notification sent in advance to the User's E-mail Address.
3. The Service Provider will unblock the Account as soon as the infringement of the Regulations by the User has ceased to exist.
4. The Service Provider has the right to permanently delete the Account when:
 - 1) User's actions cause irreversible or difficult to remove changes to the Website,
 - 2) within 30 days from the date of its blocking, the User fails to take the necessary actions to remove the reasons that caused the blocking.
5. The Service Provider reserves the right to temporarily stop providing the Service due to maintenance activities or actions related to changing the Website's properties or functionalities. The Service Provider will make every effort to perform maintenance works from 00:00 to 06:00.
6. The Service Provider reserves the right to interfere with the technical structure of the User Account in order to check irregularities in its operation and to make technical changes to the extent necessary to maintain or restore proper Account operation.
7. The Service Provider is not liable for the use of Account authorization data by unauthorized persons.
8. The Service Provider is not liable if it is not possible to log in by the User to the Account due to the inability to log in to the e-mail box, under which the User is using the User's E-Mail Address.
9. The Service Provider who has received an official notice or reliable message about the unlawful nature of the Data collected by the User in the Account and prevented an access to such data is not liable towards the User for the resulting damage.

10. The Service Provider is not liable for the loss of User's data caused by the action of external factors (e.g. hardware failure) or other circumstances beyond the control of the Service Provider (third party actions), including those attributable to the User.

§ 6 DURATION AND TERMINATION OF THE AGREEMENT

1. The Agreement is concluded for an indefinite period of time. The Regulations constitute an integral part of the Agreement.
2. The Agreement may be terminated by either of the parties.
3. The User has the right to terminate the Agreement at any time by submitting appropriate statement.
4. The statement of termination of the Agreement may be sent to the Service Provider's E-mail Address or submitted in writing and sent to the Service Provider's mailing address: eRecruitment Solutions sp. z o.o., ul. Prosta 68, 00-838 Warsaw. Statement of termination of the Agreement should contain the User's first and last name and the User's e-mail address.
5. For the avoidance of doubts, the parties to the Agreement acknowledge that deleting the Account by the User is tantamount to the User's declaration of termination of the Agreement.
6. The Service Provider has the right to terminate the Agreement without notice in the event of:
 - 1) the User is using the Service in connection with his/her business activities;
 - 2) copying, disseminating or duplicating the Website in any way.
7. The Service Provider has the right to terminate the Agreement with a 14-day period of notice in the event of:
 - 1) undertaking any actions that interfere with the Website's structure or architecture, or that would destabilize the Website operation;
 - 2) storing illegal content or Data in the Account, which is not related to the User;
 - 3) the User has ceased to use the Service for at least 12 months;
 - 4) complete termination of providing the Service by the Service Provider;
 - 5) permanent deletion of the Account by the Service Provider, which was caused by reasons indicated in the Regulations.
8. The termination of the Agreement is each time tantamount to deleting the Account.
9. The Service Provider will inform the User about the termination of the Agreement within 24 hours of the date of termination, at the latest.

§ 7 COPYRIGHT AND IMAGE

1. The User represents that he/she is entitled to the author's economic rights and other appropriate and necessary rights to the Works.
2. The User grants the Service Provider free, non-exclusive and territorially unlimited license for the term of the Agreement authorizing the use by the Service Provider the Works in the following fields of exploitation: production, reproduction, public performance and display, entering into computer memory and computer network servers, posting on the Internet.
3. The User grants the Service Provider consent for free recording, reproduction and the use of the Image by the Service Provider in the fields of exploitation specified in para. 2 above. The consent is granted for the term of the Agreement and is aimed at its proper performance.

§ 8 COMPLAINT PROCEDURE

1. The User has the right to file complaints in matters regarding the provision of the Service.
2. Complaints are handled by the Service Provider.
3. Correctly submitted complaint should contain at least:
 - 1) User's data (first name, surname, e-mail address),



- 2) Account service or functionality to which the complaint relates,
 - 3) circumstances justifying the complaint,
 - 4) expected way of handling the complaint.
4. If the complaint fails to contain all the elements referred to in para. 3 above, the Service Provider will call the User to supplement it within deadline not longer than 7 days. Complaints that are not completed will not be handled.
 5. Complaints (with a note "Complaint") should be filed to the Service Provider's E-Mail Address or in writing to the Service Provider's address: eRecruitment Solutions sp. z o.o., ul. Prosta 68, 00-838 Warsaw.
 6. The Service Provider will respond to the complaint within 30 days of receiving the complaint containing all the elements referred to in para. 3 above. The Service Provider will notify the User of his decision made as a result of handling the complaint without delay via e-mail to the address indicated in the complaint.
 7. The User has the right to stipulate that the decision on handling the complaint should be made in writing and sent to the mailing address indicated in the complaint. The above stipulation is binding for the Service Provider.
 8. The User has the right to use non-judicial means of handling complaints and pursuing claims. Adequate procedures in this regard are available, inter alia, in the Office for Competition and Consumers Protection and on the website www.uokik.gov.pl.

§ 9 TECHNICAL REQUIREMENTS

1. Proper use of the Service requires:
 - 1) connection to the Internet,
 - 2) installing the latest version of an Internet browser that allows displaying of hypertext (HTML) documents on computer screen such as: Google Chrome or Mozilla Firefox,
 - 3) enabled support of cookies and JavaScript,
 - 4) lack of plugins or extensions installed in the Internet browser interfering with the website content or changing the communication between the browser and the server <https://kandydat.erecruiter.pl>,
 - 5) lack of installed programs interfering with communication between the browser and the server <https://kandydat.erecruiter.pl>,
 - 6) enabled option of automatic start of a new window (tab) with specific content in the web browser.
2. The Service Provider is not liable for the proper technical condition or proper configuration of the equipment used by the User in order to use the Service.
3. The Service Provider reserves that the use of the Service may involve the standard risks related to the use of the Internet and recommends the Users to undertake appropriate steps to minimize them.

§ 10 RIGHT TO WITHDRAW FROM THE AGREEMENT

1. The User who concluded an Agreement may withdraw from it without giving reasons within 14 days of its conclusion, without incurring on this account any costs.
2. The declaration of withdrawal from the Agreement may be submitted in writing to the following mailing address of the Service Provider: eRecruitment Solutions sp.z o.o., ul. Prosta 68, 00-838 Warsaw or to the Service Provider's E-Mail Address.
4. The declaration of withdrawal from the Agreement may also be submitted using the **template**.
5. In the event of effective withdrawal from the Agreement, it is deemed void and results in deleting the Account.



§11 AMENDMENTS TO THE REGULATIONS

1. The Service Provider reserves the right to amend the Regulations on terms specified in this paragraph.
2. The Service Provider may amend the Regulations for the following reasons:
 - 1) need to adapt the Regulations to generally applicable provisions of law,
 - 2) fulfilment of the obligation arising from a legally binding decision of the court or decision of administration bodies,
 - 3) safety reasons, including those aimed at preventing the use of the Website in a way contrary to the provisions of law or the Regulations,
 - 4) introducing significant changes in functioning of the Website or the Service provided,
 - 5) development of the Service and functionality,
 - 6) improved safety of using the Service,
 - 7) changes resulting from technical or technological progress.
3. Subject to para. 4 below, the Service Provider shall inform the User about the scope of amendments to the Regulations by sending relevant information to the User's E-Mail Address and by posting relevant information in the Account within at least 14 days before the amendments take effect. At the same time, the Service Provider will allow the User getting acquainted with the new version of the Regulations.
4. The Service Provider will inform the User about amendments to Attachment No. 1 not adversely affecting the User's rights acquired under an Agreement concluded before the amendments through appropriate information in the Account displayed within at least 14 days before the amendments take effect. This applies in particular to amendments consisting in making modifications to the Account functionalities, adding new Services or modifying the existing Service.
5. The user who does not accept amendments introduced in the Regulations is entitled to terminate the Agreement pursuant to § 6 para. 3 of the Regulations.

§ 12 FINAL PROVISIONS

1. The User may contact the Service Provider in all matters related to using the Service: in writing to the Service Provider's address: eRecruitment Solutions sp. z o.o., ul. Prosta 68, 00-838 Warsaw, by e-mail to the Service Provider's E-Mail Address.
2. Rules regarding the processing of Users' personal data by the Service Provider are set forth in the **Privacy Policy**.
3. The Regulations enter into force on April 1, 2020.
4. All attachments to the Regulations constitute an integral part thereof.

Appendix No. 1

List of Services and Functionalities