

Regulations for the use of the Website for Candidates

valid from 01/09/2022 until further notice

DEFINITIONS

Service Provider, europa.jobs - PRACUJ IN UNII - EUROPA SP. Z O.O. with headquarters in Wrocław, ul. Nenckiego 136A, entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under number 0000509786, with the tax identification number (NIP) 899-27-54-745.

Service Provider's website - website belonging to PRACUJ W UNII - EUROPA SP. Z O.O., under which the Service Provider provides the same Services displayed in different language versions. The website is available at europa.jobs.

User - an adult natural person who uses the functions offered by the Service Provider's Website that do not require registration or logging in

Service Recipient - an adult natural person who has an account on the Website and uses the Services provided electronically by the Service Provider

Services - all services provided electronically by the Service Provider to Users and Service Users based on these Regulations. The list and description of the Services along with information about their nature can be found in Annex 2 to these Regulations - List and description of Services for Candidates

Client, Employer - a legal person, an organizational unit without legal personality, as well as a natural person running a business, using the Services provided by the Service Provider in connection with the conducted business activity, as well as an entity acting on behalf of the Client and on his behalf or on behalf of the Client, but on my own behalf.

Employer Account, Customer Account - Customer account available on the europa.jobs website, used to publish job ads, manage job ads and candidates' applications sent to them.

Job ads - job ads published on the Website by the Customer using the forms available on the Website, aimed at employing an employee for a specific position, including job description, workplace, requirements for the candidate and the benefits offered.

Registration form - a form filled in by Users when registering to the Services, also used to set up a Service Recipient's account

Application form - a form filled in by the User when applying for a job offer.

Customer Account, Candidate Account - a set of resources and settings created for the Customer on the Website. The Service Recipient may use the Account to manage the Services

Commercial information - any information intended directly or indirectly to promote goods, services or the image of an entrepreneur, excluding information enabling communication by means of electronic communication with a specific person and information on goods and services that do not achieve the commercial effect desired by a given entrepreneur.

Provision of a service by electronic means - performance of a service that takes place by sending and receiving data via ICT systems, at the individual request of the service recipient, without the simultaneous presence of the parties, and the data is transmitted via public networks within the meaning of the Telecommunications Law.

Electronic communication means - technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between ICT systems, in particular electronic mail.

Cookies - text files in which the Service Provider's Website servers save information on the hard drive of the computer used by the Customer. The information stored in the cookie file can be read by the server of the Service Provider's Website when you reconnect from this computer, but it can also be read by other servers or other Internet users. Detailed information on "cookies" is included in the Cookie Policy.

IP address - an individual number that, as a rule, each computer connected to any computer network has. The IP number may be constant for a given computer (static) or may be assigned during each connection (dynamic) or may be periodically changed over time by the Internet service provider for the User or the Customer.

Regulations - these Regulations.

1. GENERAL PROVISIONS

1.1 These Regulations specify:

the rights and obligations of the Service Provider, Users and Recipients related to the provision of electronic services
rules for excluding the Service Provider's liability for the provision of Services by electronic means
rules for the protection of personal data of natural persons using the Services provided electronically

1.2. The Service Provider on its Website provides Users and Service Users with the Regulations before concluding a contract for the provision of Services. The User and the Service Recipient are not bound by the provisions of the Regulations, which are not were made available as described above.

1.3. The Service Provider provides Services by electronic means in accordance with the Regulations.

1.4 The User or the Service Recipient, by using the Services, also declare that: the data provided by them and the e-mail address are complete, consistent with the facts and do not infringe any rights of third parties
are of legal age and entitled to conclude a contract for the provision of Services by electronic means
accept the Regulations, i.e. they have read its content and undertake to comply with it

2. CONCLUSION OF THE CONTRACT AND OPENING AN ACCOUNT

2.1 The Agreement for the provision of Services by electronic means is concluded by the User or the Service Recipient upon using the Services offered by the Service Provider's Website, requiring the completion of a registration or application form.

2.2 The Service Provider, after receiving the completed Registration Form, will create a unique Candidate Account for the Service Recipient on the Website.

2.3 The Service Provider may refuse to create a Candidate Account, block or delete an existing Account, if its name is already used on the Website or if the Service Provider becomes aware that it is against the law, decency, violates personal rights or legitimate interests of the Service Provider.

2.4 The Service Recipient accepts the need to have an active e-mail address in order to create a Candidate Account.

2.5 The e-mail address provided by the Service Recipient in the registration form is a form of identification of the Service Recipient towards the Service Provider and will be used for all correspondence related to the provision of Services.

2.6 The Service Recipient gains access to the Account using his e-mail address and the set access password. The Service Provider is not responsible for any damage caused as a result of disclosing the login and password to the Account to third parties.

2.7 The contract is concluded for an indefinite period

3. TERMS OF SERVICE PROVISION BY THE SERVICE PROVIDER

3.1 The technical requirements necessary to use the Website Services are:

- a) connection to the Internet,
- b) a web browser that can display HTML documents on a computer screen.
- c) The browser should accept "cookies".

3.2 The services provided by the Service Provider for Users and Recipients are free services.

3.3 A detailed list and description of services for Users and Customers is provided in Annex no. 2 to these Regulations - List and description of services for candidates.

4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER, USERS AND RECIPIENTS

4.1. The Service Provider undertakes to provide the Services on a permanent and uninterrupted basis.

4.2. The Service Provider reserves the right to:

- a) temporary cessation of the provision of Services due to maintenance or modification of the Service Provider's Website;
- b) sending to the e-mail address or telephone number of Users and Service Users technical, informational, legal and transactional messages related to the functioning of the Services;
- c) refusal to provide Services if the User or the Customer provides an incorrect, false or temporary e-mail address in the Forms

d) any modification of the provided Services, tools and the operation of the Website;

e) deletion of the Candidate Account or blocking access to the Services to the User, if the Service Provider receives reasonable, credible information that the User or the Service Recipient provides information in the forms that is contrary to the law, decency, violates the personal rights or legitimate interests of the Service Provider.

4.3 The Service Recipient has the right to manage the Services via the Candidate Account, including editing the data provided by him related to the Services provided at any time.

4.4 The User and the Service Recipient, by accepting these Regulations, agree to provide Customers with their data provided in the application and / or registration form as part of the Candidates database service (detailed information about the Service can be found in the List of services for employers)

4.5 The User and the Service Recipient when using the Services are obliged to refrain from:

publication and transmission of content that is offensive, illegal or violating the personal rights of third parties protected by law

attach scans / photos of identity documents or other documents containing sensitive data to the Service Provider's e-mail address in the Application or registration form

taking any action that may hinder or disrupt the functioning of the Website using the Services in a manner contrary to the law, decency, infringing personal rights of third parties or the legitimate interests of the Service Provider

5. RESPONSIBILITY

5.1 The Service Provider who has received an official notification or a reliable information about the unlawful nature of the data provided by the Service Recipient or User and has prevented the Service Recipient or User from accessing this data, shall not be liable to that Service Recipient or User for the resulting damage.

5.2 The Service Provider is not liable to the Service Recipient or User violating the Regulations, liability for any damage resulting from the cessation of the provision of services, including as a result of deleting the Account that violates the Regulations.

5.3 The Service Provider is also not responsible for:

a) any damage caused to third parties as a result of the Service Recipient or User using the Services in a manner inconsistent with the Regulations or the law;

- b) for the content provided by Users or Service Users on the Website via the Services that violate the law or the rights of third parties protected by law
- c) damage resulting from the lack of continuity in the provision of Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.);
- d) damage caused by the Customer or the User sharing the login and password with the Website by third parties;
- e) providing by the Service User or the User false or incomplete data or information, including providing them when creating the Account;
- f) non-compliance by the Service Recipient or User with the terms of the Regulations.

5.4 The Service Provider is not responsible for the content of Job Offers published on the Website by Employers

6. PROTECTION OF PERSONAL DATA

6.1 Each User and Service Recipient has the right to protect their privacy by the Service Provider

6.2 The rules for the protection of personal data processed by PRACUJ W UNII are set out in the Privacy Policy document constituting Annex 1 to these Regulations.

7. TERMINATION OF THE CONTRACT

7.1 The contract for the provision of electronic services may be terminated by either party.

7.2 The Service Recipient has the right to terminate the contract for the provision of services at any time by deleting the Candidate Account

7.3 The User has the right to terminate the contract for the provision of services at any time by ceasing to use the Services

8. FINAL PROVISIONS

8.1. These Regulations are valid indefinitely.

8.2. In the event of a change in the concept of any of the Services or other important reasons, the Service Provider has the right to unilaterally amend the Regulations. Amendments to the Regulations come into force on the day of publishing the amended Regulations on the Service Provider's websites.

8.3. The Service Provider may additionally notify the User or the Service User about the change in the Regulations by publishing relevant information on the Service Provider's Website or via e-mail.

8.4 In the case referred to in point 2 of this section, the User or the Service Recipient has the right to terminate the contract for the provision of electronic services immediately after receiving information about the change in the Regulations. If he does not do so, it is assumed that the User or the Customer has accepted the amended Regulations.

8.5. The Regulations and contracts for the provision of Services by electronic means are subject to Polish law.

8.6. Any disputes arising under the Regulations shall be settled by the Polish common court having jurisdiction over the seat of PRACUJ W UNII - EUROPA SP. Z O.O.

8.7. In matters not covered by the Regulations, the provisions of the Act on the provision of electronic services, the Act on the protection of personal data, the Civil Code and other mandatory provisions of law shall apply.

8.8. The appendices constitute an integral part of the Regulations.