

# Introduction

Please take a few moments to read these Terms carefully in regard to the use of our service ("the Service") including all of our mobile applications (the "Application"). The Service is owned by LAH of UL. GEN. TADEUSZA BORAKOMOROWSKIEGO, nr 39, ok. 137, miejsc. WARSZAWA, ("LAH").

By using this Service, you will be bound by these Terms of Use and the Company's Privacy Policy ("Privacy Policy"). If you do not agree to these Terms of Use and/or the Privacy Policy you must not use this Service or any service provided via it. Use of the Service is expressly conditional upon your assent to all the Terms of Use of this agreement, to the exclusion of all other terms.

We strongly recommend that you read these Terms carefully before you start to use our Application, as these will apply to your use of our Application and constitute a legal agreement between you and us. You must be aged 18 or over in order to download and operate the Service. We recommend that you print a copy of this for future reference.

When you first use the Service, you must confirm your acceptance of these Terms of Use.

# **Intellectual Property**

The Application comprise copyrighted works of LAH and/or its licensors. The Application is licensed, not sold. Your license confers no title or ownership in the Application. The Application are solely for use by end users according to the terms of these Terms of Use.

Any use, reproduction or redistribution of these Application not in accordance with the terms of these Terms of Use is expressly prohibited.

The Service contains a variety of content including, without limitation: information, graphics, text, data, documentation, and other material and services that users can view on, access through, or contribute to the Service; trademarks, logos, trade names, service marks, and trade identities of LAH; other forms of intellectual property (all of the foregoing, collectively "Content").

All Content included in this application, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of LAH, our affiliates or other relevant third parties. By continuing to use this application you acknowledge that such material is protected by applicable Polish and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from this application unless otherwise indicated or unless given express written permission to do so by LAH.



# **Your Use of our Application**

You must not use this Service for Application that is unlawful or is prohibited by these Terms of Use and/or any notices elsewhere on this Service.

You further agree that in relation to this Service you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call into disrepute LAH or the Service.

You will cooperate fully with LAH to investigate any suspected unlawful, fraudulent or improper activity.

You must not sell, copy, reproduce, translate, communicate, reverse engineer, publish, stream, distribute, rent, loan, sub-licence, derive source code from, modify, adapt, merge, disassemble, decompile, create derivative works based on, or otherwise transfer or deal in copies or reproductions of the Application and Applications or any part or interest in it to or with other parties in any way.

If you feel that the behaviour of another user breaches these Terms of Use then please let LAH know by sending an email to info@lah.eu with details of the potential breach and/or the user responsible. LAH will take reasonable steps to deal with any breach.

# License to Use

LAH grants you a revocable, non-exclusive, non-transferable, limited license to use the service solely for your personal and business use strictly in accordance with the terms of this Agreement.

# **Restrictions to Use**

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

# **Modifications to this Application**

LAH reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

# Use of this application and acceptable Use

You are solely responsible for: (a) the content, materials and data that you create outside this application and upload to and process on this application; (b) the content, materials and data that you create through your use of this application.



#### **Usage Limits**

We reserve the right to impose limits on the bandwidth or capacity available to you. If we do so, you agree that you will comply with these limits. If you exceed these limits or use a disproportionate share of the available bandwidth, we may limit or "throttle" your bandwidth or capacity usage or impose traffic management procedures. You may not circumvent any limits that we place on your use of this Application.

#### **Email and Spam**

You may not use this Application to distribute email, instant messages, text messages or other communications in an unacceptable or illegal manner. For example, you may not: a) create or send hoax emails or chain emails; b) send unsolicited commercial email or bulk email ("spam" or "spamming"); c) harvest email addresses; d) use open proxies or relays to allow spamming; or e) impersonate someone else ("spoofing") or falsify message header information.

### Security

You may not use this Application or allow this Application to be used to: a) gain unauthorized access to computer systems or engage in security attacks of any kind including:(i) against trust (such as email spoofing, password cracking, IP spooking and DNS poisoning); (ii) against confidentiality and integrity (by using malware such as computer viruses, worms, trojan horses, rootkits, keyloggers, spyware or other malicious programs and code); (iii) against availability (such as denial of service and email bombs); b) corrupt, modify or intercept electronic communications intended for any other person or entity; or c) interfere with or disrupt the operation of or this Application. You may not avoid any limitations we place on your use of this Application.

# **Abuse and Illegal Behaviour**

You may not use this Application to: conduct or engage in any illegal business or activity; b) infringe any third-party intellectual property right (for example copyright, patents, trademark, trade secret or know-how); c) collect, copy or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy; d) create, distribute, process or view any: (i) defamatory; (ii) obscene, indecent or pornographic; (ii) racist, sexist or otherwise discriminatory; (iv) misleading, deceptive or fraudulent; or (v) otherwise objectionable, offensive or illegal material.

### Inactivity

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data.

#### **Online Service**

Please note that the Application rely on internet connectivity and the availability of our Service for much of their functionality.



We will use our reasonable endeavours to ensure that the Application and the Service will be available for at least 3 months from the date upon which you last make a purchase in connection with any of the Application.

You are responsible for ensuring that you have an internet connection and that the device you use has sufficient system requirements and memory in order to play and store the Application.

You must not attempt to gain unauthorised access to the Service or to the computers, devices, servers, or networks connected to the Service by any means other than the user interface in our Applications and Application.

#### **Your Account**

You need to sign up for a user account by providing all required information in order to access or use this application. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if LAH has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, LAH may terminate your user account and refuse current or future use of this application. When you begin using our service we need to confirm your credit or debit card and charge a non-refundable administrative fee of zł 1 to your card.

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of these Terms. It shall be your responsibility to notify LAH immediately if you notice any unauthorized access or use of your account or password or any other breach of security. LAH shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of these Terms.

## **Interactions with Users**

The Application functions as a venue to connect employers, recruiters, and talents in a virtual information place. As a neutral facilitator, LAH is not directly involved in the actual transactions between Users. As a result, LAH has no control over the truth, accuracy, quality, legality, or safety of postings made by users of the Application. LAH shall have no responsibility to confirm the identity of members. LAH shall also have no responsibility to confirm or verify the qualifications, background, or abilities of users of the Application. You shall at all times exercise common sense and good judgment when dealing with any user of the Application.



The Application may provide you with the ability to send messages and communications to Users. You agree to use communication methods available on the Application only to send communications and materials related to the subject matter for which LAH provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by these Terms.

By using any of the communications methods available on the Application, you acknowledge and agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not endorsed, sponsored or approved by LAH(unless expressly stated otherwise by LAH), and (c) communications are not pre-reviewed, post-reviewed, screened, archived or otherwise monitored by LAH in any manner, though LAH reserves the right to do so at any time at its sole discretion in accordance with the Terms. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

All employer or recruiter User Data included in job postings must refer to actual job listings and comply with applicable federal, state and local laws. You agree that you will not post anything that contains (i) any advertisement, promotion or endorsement other than of the job itself or (ii) any requirement for upfront payment or referrals to other talents. All users are solely responsible for their career decisions and hiring determinations.

# Your Data and Content

When you use our Application, we may collect personal or non-personal information from you. Please make sure you read and understand our Privacy Policy (link) which describes the data we collect and what we do with it.

### **Privacy**

For the purposes of applicable data protection legislation, LAH will process any personal data you have provided to it in accordance Privacy Policy available on LAH Application or on request from LAH.

You agree that, if you have provided LAH with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to LAH and (2) that you have brought to the attention of any such third party the Privacy Notice available on LAH's Application or otherwise provided a copy of it to the third party. You agree to indemnify LAH in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.



If you give LAH access to any Personal Data, LAH shall be allowed to process Personal Data to perform this service, and such processing shall adhere to the data privacy legislation applicable to this service in the jurisdiction where the processing occurs.

You warrant that the transfer of Personal Data to LAH complies with all applicable laws and regulations on protection of Personal Data. If the processing of Personal Data by LAH is conducted in accordance with your instructions as agreed with LAH, you shall indemnify, defend and hold LAH harmless from and against any and all claims, liabilities, losses and reasonable expenses incurred by or asserted against LAH in connection with any third-party claim related to the processing of the Personal Data. You understand and accept that you bear the sole and full responsibility for the backup and redundancy of any Personal Data.

#### **Data Ownership**

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of this application does not grant LAH the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for LAH's commercial, marketing or any similar purpose. However, you grant LAH permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing this application to you.

# **Consent to Use of Data**

You agree that LAH may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. LAH may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

## **User Generated Content**

You may transmit or publish content created by you using this service or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines.

You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of this service, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content.

# **Availability of this Application**



This Application is provided "as is" and on an "as available" basis. We give no warranty that this Application will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

LAH accepts no liability for any disruption or non-availability of this Application resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

# **End-of-Life**

If LAH is, in its reasonable opinion, unable to continue to effectively provide this application for an End-of-Life Configuration Item, LAH may, by giving you at least 90 days' prior written notice, remove the End-of-Life Configuration Item from the Record of Entitlement. Upon removal, LAH must make a pro rata adjustment of the Service Charges.

#### Maintenance

LAH may need to perform scheduled maintenance on this application. LAH will notify you in writing at least 3 (three) Business Days' in advance of any scheduled maintenance, any related Service interruptions and their anticipated durations.

In the case of Emergency Maintenance, LAH: a). will endeavour to provide you with at least 20 minutes' prior written notice; b). LAH will provide you with as much written notice as is reasonably practicable in the circumstances; and c). use its best efforts to minimise the duration of any interruption or disruption to the Service.

LAH will be relieved of its obligations under the applicable Service Level Agreement for the duration of the Emergency Maintenance and you agree to exclude LAH for any liability, loss and or damage suffered during an Emergency Maintenance period.

#### **Technology Management**

Due to changes in technology and LAH's desire to maintain the highest possible quality of this Application, it may be necessary to make adjustments or add enhancements to this application. LAH will provide advance notice of any such changes, if possible.

If the Scope of Service is necessarily improved or extended as a result of the enhancements, they will be offered to you for the remainder of the then current Term at no additional cost, provided that LAH will expect that no claim is made for a reduction in the Service Charges for minor reductions in scope as a result of the enhancements.

# **Service Level Target Exclusions**

LAH will not be liable for Service Level Target defaults resulting from one or more of the following



events: a). any of the events specified in the Terms of Service in this Agreement; b). absence of a patch, repair, policy, configuration or maintenance change recommended by LAH but not approved by you; c). scheduled downtime in respect of this application (including upgrades, repair or component replacement, or scheduled backups) or any other mutually agreed-to downtime; d). changes made by you to this application; e). damage or delay arising from you if you fail to carry out an action or contractual obligation required LAH in order for us to render your use of this application; f). modifications or replacements or attempted modifications or replacements not performed by LAH or not approved by LAH in writing prior to such modifications or replacements being performed or attempted by any other Party, including the You; i). the restoration of any lost data connected to this application, without this application. LAH's knowledge; j). failure of Software tools that are used in conjunction with this application; k). data provided by You is inaccurate or not up to date; or n. a virus, worm, distributed denial of Services, or any other malicious activity.

#### **Modifications**

For as long as LAH continues to offer the Service, it shall provide and seek to update, improve and expand the Service. Therefore, we reserve the right to change our Application, the Applications, the Service or these Terms of Use from time to time.

LAH may need to withdraw, modify, discontinue or suspend one or more aspects of the Service where LAH has a good reason to do so (including technical difficulties). However, LAH will try, wherever possible, to give reasonable notice of the Company's intention to do so.

If we modify these Terms of Use, we will post the modification on the Application and Applications. By continuing to access or use our Service after we have posted a modification, you are indicating you agree to be bound by the modified Terms of Use.

# **LAH Service for Companies**

LAH enables Companies to publish job openings for reaching Talents who may or may not be currently working and are available on the job market. Upon publishing the job opening, LAH uses an algorithm which will find talents whose profile matches with the requirements established in the respective job opening.

Company's job opening shall be disclosed to Talents whose profile meet the requirements and criteria set in the job opening. Talents interested in the Company's job opening can start a conversation with the Company. Talent's profile shall be disclosed to the Company upon the Talent starting a conversation with the Company. Up until then information concerning specific Talent information will not be available to the Company.



In order to be able to use our service, the Company shall create a profile containing Company's identification information, size of the Company, place of activity and information related to the representative of the Company (e.g., name, job title).

Once the registration process has been completed, the Company will be asked to accept the Terms of Service. By doing so, the Company confirms that any registration information submitted is true, accurate and complete, and the Company consents to use the LAH service in compliance with the Terms of Service. If the Company does not accept the Terms of Service, then the Company's account registration shall be declined and the information thereof shall be deleted.

You may create the Company's account and enter into these Terms of Service on behalf of the Company, if you represent that you have full legal authority to bind that Company. The Company must have full legal capacity in order to use the LAH service.

The LAH service can only be used by logging in to the Company's account. You understand and agree that you are liable for maintaining confidentiality of your username and password. You shall immediately notify us if you believe the security of your account has been compromised.

You will be able to edit the Company's profile information at any point, adding or removing any information. While using the LAH service, the Company shall provide accurate, complete, true and up-to-date information. We reserve the right to restrict Company's ability to use LAH application, if we have reason to believe that editing of the Company's profile is lead from unethical or unfair purpose, information concerning the Company is misleading, inappropriate or unsuitable.

#### **Requirements For Job Openings**

We enable the Companies to create their own job openings which shall be posted to suitable Talents registered. Every job opening shall stipulate whether a freelancer and a labor contract is required. Choosing a Freelancer contract means: A talent can work on the same offer for 1-30 days but cannot exceed 30 days. Alternatively a Freelancer can work per hour and for example 3Hrs. per week. Choosing a Labor contract: A talent will be given a long-term contract and for more than 30 days.

The job opening created by the Company shall not contain any inaccurate, misleading or false information. Nor can the job opening contain any content which is offensive, indecent, defamatory, threatening, contain attacks on racial, ethnic or other bases, is malicious, incite physical or psychological violence, advocate illegal activities, etc.

In our sole discretion, LAH reserves the right to reject or remove any job opening posted by the Company which does not comply with the requirements of these Terms of Service or is not appropriate for LAH.



#### No Guarantee of Results

LAH is not an employment agency or recruiting firm. LAH disclaims all representations, warranties or guarantees regarding the function, effectiveness or timeliness of the application in meeting your employment objectives. LAH makes no guarantee that employers will find suitable talents, that talents will find suitable employment, or that content posted by users will result in talents being hired or positions being filled. LAH is not responsible for any employment decisions whatsoever made by any user.

Should the Company wish to submit a binding job offer to the talent after completion of the application procedure, the Company may forward it to the talent verbally or in written form. A conclusion of an employment, service or work contract or any other contract between Employer and Talent shall be the sole responsibility of these two parties; LAH will not guarantee any conclusions of contract between the Employer and the Talent.

# **LAH Service for Talents**

Once a talent's user account has been activated, the talent can receive notifications from LAH with references to potentially relevant Employers, in particular Employers looking for a fitting talent profile. In this context, LAH may also inform a talent about potentially relevant Employers and job offers that potentially matching the talent's profile in order to enable a prompt notification and, if necessary, swift communication with a company, for example with regard to a job offer to be filled on short notice, in line with the interests of the talent and an efficient personnel recruitment.

The talent may also receive legally non-binding requests by actively seeking Employers to start an application procedure. The talent may receive a request from Employers not actively seeking after first having initiated a contact by himself.

Each Request shall contain a proposed salary and, if necessary, a more detailed job description. The talent shall be obliged to immediately respond to the respective Request upon receipt. LAH reserves the right to deactivate the user account of a talent should said undertaking not be fulfilled. The talent can choose to accept one or several Requests, or to turn down a Request.

Should a Company wish to submit a binding job offer to the talent after completion of the application procedure, the Company may forward it to the talent verbally or in written form. A conclusion of an employment, service or work contract or any other contract between Employer and Talent shall be the sole responsibility of these two parties; LAH will not guarantee any conclusions of contract between the Employer and the Talent.



# **Fees And Payment**

For Companies the use of the Service and the Application is free of charge. For Talents all the fees for LAH service shall be paid as stipulated in the applicable terms set out in the subscription package and an additional one off payment of 30% of the contracts net value regardless of the contracts relevant length. Value added tax shall be added to the amount of the fee. User agrees to ensure at all times that when using our services, it possess sufficient funds to cover our fee and other payments . In order to proceed with the payment process, the Company must add private information to comply with the security regulations for the payment transactions. This data will be stored so that next time you can opt to use the stored card.

LAH reserves the right to change the fees (including establish new fees) and/or payment methods or other terms related to any payments made by the User with respect to the use of the Application. LAH will notify the User about the foregoing by a notification by e-mail. The new fee will be valid and active immediately from the disclosure.

# **General Terms**

#### **Termination**

These Terms of Use are effective until terminated.

You may terminate these Terms of Use at any time and for any reason by requesting cancellation of your account.

The user may terminate these Terms of Use if you fail to abide by any of these Terms of Use or we reasonably suspect that you have failed to abide by any of these Terms of Use.

LAH may take any action it deems reasonable in its sole discretion against users who do not comply with the Terms of Use. Following termination, you will no longer be permitted to use any of the Application and you will be required to delete the Application from your device.

### LAH's Liability

This Application acts as a venue for employers to post job opportunities and talents to post CV's and does not screen or censor the listings offered. LAH is not involved in the actual transaction between employers and talents. As a result, LAH has no control over the quality, safety or legality of the jobs or CV's posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to talents or the ability of talents to fill job openings. In addition, note that there are risks including, but not limited to, the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretences. You assume all risks



associated with dealing with other users with whom you come in contact through the Application.

Because user authentication on the Internet is difficult, LAH cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behaviour of participants on LAH's Application, in the event that you have a dispute with one or more users, you release LAH (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Application. By its very nature, other people's information may be offensive, harmful or inaccurate and in some cases will be mislabelled or deceptively labelled. We expect that you will use caution and common sense when using this Application.

The Application Content may contain inaccuracies or typographical errors. LAH makes no representations about the accuracy, reliability, completeness or timeliness of the Application or the Application Content. The use of the Application and the Application Content is at your own risk. Changes are periodically made to LAH's Application and may be made at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any CV or material contained therein placed by you on the LAH's Application . Employers are solely responsible for their postings on LAH's Applications.

LAH is not to be considered to be an employer with respect to your use of LAH's Application and LAH shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on LAH's Application.

LAH does not warrant that the application will operate error-free or that the application and its server are free of computer viruses or other harmful mechanisms. if your use of the application content results in the need for servicing or replacing equipment or data, LAH is not responsible for those costs.

#### Indemnification

You agree to defend, indemnify and hold the Company and its affiliates harmless from all liabilities, claims, losses, costs and expenses, including legal or solicitor's fees that arise from your use of, or activities in connection with the Service, Applications and Application, or those of any child authorized by you; any violation of these Terms of Use by you or any child authorized by you; any allegation that any content that you or any child authorized by you make available via the



Service, Applications and Application infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

#### **Disclaimer of Consequential Damages**

To the extent permitted by law, in no event shall lah, its suppliers or any third parties mentioned on lah's applications be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, loss of business or damages resulting from lost data or business interruption) resulting from the use or inability to use the application, whether based on warranty, contract, tort, or any other legal theory, and whether or not lah is advised of the possibility of such damages.

#### **Viruses**

We do not guarantee that our Service, Applications and Application will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Applications. You should use your own virus protection software. You must not misuse our Service, Applications and Application by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our Service, the server on which our Applications and Application are stored or any server, computer or database connected to our Applications.

You must not attack our Service via a denial-of-service attack or a distributed denial-of service attack.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

In the event of such a breach, your right to use our Applications will cease immediately.

#### **No Waiver**

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights in relation to you, or if we delay in doing so, that will not mean that we have waived our rights in relation to you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

# Severance

If any provision of these Terms of Use is found by a court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity shall not affect the other provisions of these Terms of Use which shall remain in full force and effect.



#### **Previous Terms of Use**

In the event of any conflict between these Terms of Use and any prior versions thereof, the provisions of these Terms of Use shall prevail unless it is expressly stated otherwise.

# Severance

Any provision or the application of any provision of this Agreement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

### Law and Jurisdiction

These Terms of Use and the relationship between you and LAH shall be governed by and construed in accordance with the Law of Poland and LAH and you agree to submit to the exclusive jurisdiction of the Courts of Poland.