

## Terms and conditions of use of the portal for employers

Version of **21-04-2022**

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Terms and conditions

### DEFINITIONS

- **Service Provider's Portal:** provides the same Services displayed in different languages. The portal is available under Internisa.eu
- **Customer:** a legal entity, an organizational unit without legal personality and a natural person conducting a business activity who use the Services provided by the Service Provider in relation to business activities, as well as an entity acting on behalf and in favor of the Client or in favor of the Client, by on his own behalf.
- **Registration:** creating the Employer Account by the Client following prior acceptance of the Terms and Conditions.
- **Registration Form:** the form filled by the Customer at the moment of his registration on the Portal. Its filling in and the acceptance of the Terms and Conditions are required to create the Employer Account.
- **Employer Account, Client Account:** Client account available on the portal Internisa.eu used to post Job Ads, manage Job Ads and received applications from candidates. Employer Account created by the Service Provider for the Customer, is free of charge.
- **Employer Dashboard, Management Dashboard:** a system used to manage Employer Account available after logging in to the Employers Account.
- **Services:** any kind of services provided by electronic means by the Service Provider to Users and Recipients in accordance to these Terms and Conditions of Use.
- **Commercial Communication:** any kind of information dedicated to promote, directly or indirectly, services or the image of an entrepreneur, excluding information allowing to communicate by electronic communications means with a particular person and information regarding goods and services not intended to reach the commercial effect desired by a relevant entrepreneur.
- **ICT System** (Information and Communications Technology System): integrated and cooperating information and communication devices and software which provide data processing and storing as well as sending and receiving data by the telecommunications networks using terminal equipment proper for a relevant network type within the meaning of the Telecommunications Law.
- **Provision of Services by Electronic means:** performing the service by sending and receiving data by means of ICT system (information and communications technology system) at the individual request of the recipient without the simultaneous presence of parties, whereby the data is transmitted over a public network, as defined in the Telecommunications Act.
- **Means of Electronic Communications:** technical solutions, including ICT devices and software devices cooperating with them, allowing individual communications at a distance by using data transmission between IT systems, in particular electronic mail.

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- **Cookies:** text files in which servers of the Service Provider's Portal store information on a hard drive of a computer used by the User or the Recipient. Information stored in cookies can be read by servers of the Service Provider's Portal when the User or the Recipient reconnect to the computer, but they also can be read by other servers or other users of the Internet. Detailed information about cookies is included in Cookie Policy.
- **IP Address:** an individual number which as a rule is owned by every computer connected to any computer network. This number can be permanent for a particular computer (static) or can be given for the time of connection (dynamic) or can be periodically changed by the Internet service provider or the User or the Recipient.

### Terms and Conditions

#### GENERAL PROVISIONS

##### 1.1. They specify:

- a) Rights and obligations of the Customer relating to providing services by electronic means
- b) Rules of exclusion of liability of the Service Provider on account of providing Services by electronic means.

1.2. The Service Provider on his Portal makes Terms and Conditions available to the Customer prior to the conclusion of the Service Agreement. The Customer is not bound by the provision of Terms and Conditions which were not made available in a way described above

1.3. The Service Provider provides Services by electronic means in accordance to Terms and Conditions.

1.4. The Customer is bound to adhere to Terms and Conditions since they were accepted.

#### CONCLUSION OF THE AGREEMENT AND CREATING THE EMPLOYER ACCOUNT

2.1. The agreement on providing Services by electronic means shall be concluded the moment the Customer successfully creates the Employer Account on the Service Provider's Portal.

2.2. To create the Employer Account on the Portal, the Customer is bound to:

- a) Correctly fill in the Registration Form (including all required forms) and to give the valid data of his company,
- b) Accept the Terms and Conditions by selecting the proper button in the Registration Form

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c) Activate the Account by clicking an activation link provided in the message sent at Client's e-mail address given in the Registration Form.

2.3. By using Services, the User declares that:

- a) Company's data and the e-mail address provided by him in the Registration Form are complete, reflect the facts and do not violate any rights of any third party
- b) Is entitled to conclude an agreement on providing services by electronic means on behalf of represented company,
- c) Accepts Terms and Conditions which means that he is familiar with their content and he agrees to comply with them.

2.4. After receiving correctly filled in Registration Form and activating the account by the Customer, the Service Provider creates for him a unique account on the Portal. The e-mail address provided by the Customer will be an identification of the account in the Service.

2.5. After creating the Employer Account, the Customer starts using the Portal.

2.6. The Service Provider will verify data given by the Customer in the Registration Form within 24 hours from the moment of receiving the Form.

2.7. The verification of data provided in the Registration Form conducted by the Service Provider can result negatively and cause suspension or deletion of the Employer Account if: a) data provided during the Registration process are false, incorrect or give rise to justified doubts about their reliability and credibility or are contrary to the Terms and Conditions;

b) Data provided during the Registration process suggest that the Customer impersonates other company;

c) The name is already registered on the Service Provider's Portal. It is not possible to create the second Account with the use of the same e-mail address. Account having the same name and being owned by the same company can be merged by the Service Provider;

d) the Service Provider becomes aware of the credible information that the data given by the Customer are contrary to legal regulations, principles of morality, violates personal interests of third parties;

e) the Customer violates provisions of these Terms and Conditions or legitimate interests of the Service Provider. In case of any occurrence of such circumstances the Service Provider can also suspend or delete Job Ads including suspending Services provided to the Customer without any refund in case of using paid services.

2.9. The customer accepts the requirement of having the current and active e-mail address. This address is given directly in the Registration Form. The Customer is bound to constantly monitor the given e-mail address and, if changed, to notify the Service Provider about this fact without delay.

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2.10. The e-mail address is connected with the Employer Account, constitutes the necessary form of the Customer identification for the Service Provider and will be used for any kind of correspondence relating to providing the Services.

2.11. The Customer obtains access to the Employer Account with his e-mail address and password. The Customer is obliged to not disclose to any third party the password to the Employer Account and shall bear sole liability for the damage caused due to revealing it.

2.12. Service Provider can send to the Recipient or the User notifications and messages concerning using the Employer Account or services provided by the Service Provider at the e-mail address or telephone number given in the Registration or Application Form. The mailing is provided on the basis of these Terms and Conditions accepted during filling in the Registration or Application Form.

2.13. The agreement is concluded for an indefinite time.

### CONDITIONS OF PROVIDING THE SERVICES BY THE SERVICE PROVIDER

3.1. Technical requirements necessary for cooperating with the ICT system which is used by the Customer are:

- a) The Internet connection,
- b) Internet web browser capable of displaying HTML documents on the screen of the computer. The browser should accept „cookies”.

3.2. Services provided by the Service Provider for the Customer are broken down into free Services and chargeable Services. Chargeable Services can be paid with the use of currency.

3.3. The Service Provider reserves the right to apply temporary promotions for the services, valid until recalled or until a defined date. The Service Provider will notify the Customer about conditions of promotions with the use of notifications on the Employers Account or with the e-mail.

### RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

4.1. The Service Provider undertakes to provide the Services in a continuous and uninterrupted manner.

4.2. The Service Provider reserves the right to:

- a) Temporary discontinuation of providing the Services due to maintenance activities connected with modifications of the Service Provider's Portal;

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b) Sending out messages to Users and Recipients about technical, legal and transactional matters relating to the Services;

c) Verifying the accuracy of Clients registration data given in the process of creating the Employer Account. In case of providing the registration data factually incorrect, the Service Provider reserves the right to delete the Employers Account without notifying the Customer; d) prior and post control of the content and categories of Job Ads posted on the Portal by the Customer;

e) Any modification of Services provided, tools and the way of the Portal functioning;

f) Correction of the content and category of the posted Job Ad after previously notifying the Customer about found irregularities and calling the Client to change the content or categories of the Job Ads by his own. In case of the advertisement violating Terms and Conditions, the Service Provider has the right to delete or correct such an advertisement notifying the Customer about this fact immediately;

g) Deleting from the Portal the content shared by the Customer with the use of Services if such content violates the provisions of these Terms and Conditions;

h) Block or delete Customer Account in case of violating the provisions of these Terms and Conditions, interests of the Service provider or because of other important reasons;

i) Terminate providing Services, delete any data of the Customer and to undertake any other legal activities relating to the Portal and the Customer shall have no further claims towards the Service Provider.

4.3. The Service Provider answers to orders of the Customer specified in these Terms and Conditions within 24 hours from the date of receiving them. If the order is requested on a bank holiday, the answers will be provided not later than up to the end of the first following working day.

4.4. The Service Provider is obliged to provide the Customer with any possible means of help and support in case of any problems involving the use of the Portal

### RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1. The Customer manages the Services via the Employer Account.

5.2. The Customer has the right to post on his own free Job Ads which shall comply with the provisions of law, these Terms and Conditions and principles of morality, by the use of the forms available on the Portal.

5.2.1 The Customer is allowed to post free job ads after making at least one paid transaction on the Portal.

5.3. The Customer can post Job Ads in his favor and on behalf of entities not related to him. The posted Job Ad can include one position only.

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5.4. The Customer is entitled to introduce corrections to the content of posted Job Ad with the Employer Account, except for changing the name of the Customer, name of the position and place of work, content of the Job Ad which are located in the fields that cannot be edited by the Customer should be reported .

5.5. Posting the Job Ad on the Portal, the Customer is obliged to fill in all the required fields in the form and in particular to:

- a) Choose the position and the field of work from the list;
- b) Provide the title of the Job Ad which should directly refer to the kind and position of a job on which employees are recruited. It is forbidden to use special characters or expressions with the intention of promoting the Job Ad among others, which do not provide the information about the position of the job offered;
- c) Give the information whether the advertised job requires the knowledge of foreign languages, having experience or possession of a driving license;
- d) Describe the job and requirements demanded on the position;
- e) Provide the salary,
- f) Choose the kind of job and the form of employment from the list;
- g) Give the information whether the accommodation, alimentation and transport are provided;
- h) give the location of the work
- i) give the information whether it is possible to apply for this advertisement without attaching the CV file. The Service Provider reserves the right to correct incorrectly categorized Job Ad or to terminate its display.

5.6. The Customer is encouraged to post as much information regarding the Job Ad as possible. The information shall be useful for the Customer to find a particular Advertisement and make the decision to apply for it.

5.7. It is forbidden to post in the content of the Job Ad entries about the way of applying for the offer other than the form on the Portal (e.g. content encouraging to apply with the use of the company e-mail or links redirecting to Customer's applying forms, e-mail addresses, encouraging to send SMS, posting the company phone number and encouraging to use the number in order to apply for the Job Ad). Receiving the application of the candidate on the personal application form of the Customer or uncovering the phone number and/or website address in the advertisement is available after the purchase of the proper service.

5.8. The Customer using the service mustn't:

- a) post on the Portal other offers than Job Ads (e.g. marketing and commercial messages or advertisement concerning the establishment of cooperation, partnership, trainings and courses, invitations on events organized by the Customer or other similar advertisement unrelated the search of the employee);

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b) post on the Portal repeated Job Ads (the same Customer, the same position name, the same Job Ad title, the same work place, the same content etc.) or very similar to each other, especially in a short period of time. Job Ads posted repeatedly will be deleted from the Portal; c) post on the Portal Job Ads which title do not relate to the name of the position (e.g. “immediate job”, “great deal” and others or containing special characters intended to promote the Job Ad among others)

d) Post Job Ad discriminating Candidates on any basis.

e) Post Job Ads which:

i. do not comply with the real work conditions offered to the candidates,

ii. Forces the candidate to pay any kind of fee (including job offers which contain the chargeable phone number 0-7xx),

iii. Are connected with night entertainment industry or the industry of the entertainment for adults,

iv. Give rise to a suspicion of the fraud;

v. violate the legal regulations of the Republic of Poland and the European Community,

vi. Come from the company which did not provide its address data,

f) undertake any actions which can impede or interfere with the functioning of the Portal and impede the use of the Portal in a manner burdensome for the Service Provider or other users;

g) use the Services in a way contrary to legal regulations, principles of morality, violates personal interests of the third parties or legitimate interests of the Service Provider

5.9. In case of violating provisions of these Terms and Conditions, the Service Provider reserves the right to delete the Job Ad and to block the Account without notifying the Customer.

### COMPLAINT PROCEDURE

6.1. Customers have the right to file a complaint in the matters concerning Services realization.

6.2. Complaints are taken into consideration by the Service Provider.

6.3. A properly field complaint should contain at least the following data:

a) Designation of the Customer (company name, NIP number, e-mail address, first name and surname of the applicant),

b) Indication of the Service which the complaint concerns,

c) Object of complaint,

d) Circumstances warranting the complaint.

6.4. Complaints not containing above information will not be taken into consideration.

6.5. Complaints should be field.



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6.6. The Service Provider shall make all the efforts to handle complaints within the period no longer than 14 days from receiving them from the Customer. Once a complaint has been considered, the Service Provider will inform the User or the Recipient of the resulting decision with no delay via the e-mail at the e-mail address given in the complaint form.

6.7. Complaint considered in accordance with the provisions of the Terms and Conditions shall not be re-examined or considered again.

### LIABILITY

7.1. The Service Provider who received an official notification or reliable information regarding an unlawful character of data given by the Customer and prevented the Service Provider from accessing these data, shall not be liable to this Customer for caused damages.

7.2. The Service Provider shall not be liable to the Customer violating the Terms and Conditions for any damage resulting from the termination of providing services, also due to deleting the Employer Account which violates the Terms and Conditions.

7.3. The Service Provider also shall not be liable for:

- a) Any damage caused to third parties resulting from the use of Services which violates provisions of these Terms and Conditions or regulations of the law by the User;
- b) Content of Job Ads posted by the Customer on the Portal or protection of common names of the Customers posted in Job Ads posted on the Portal;
- c) Loss of data by Customer caused by external factors (e.g. hardware failure) or other circumstances independent of the Service Provider (actions of third parties);
- d) Damages resulting from the lack of continuity of Services following from the circumstances for which the Service Provider shall not be liable (force majeure, act or omissions of third parties etc.);
- e) Damages resulting from revealing by the Customer or the use by the third parties the login and the password to the Portal;
- f) Users and Recipients providing false or incomplete data or information, including providing them while creating the Account,
- g) Violation of the provisions of these Terms and Conditions by the Customer.

7.4. The Customer and shall bear sole liability for the content of the Job Ads including the right to the use of the Customer's common name posted in the Job Ad.

### PROTECTION OF PERSONAL DATA

8.1. Every Customer has the right to have their personal data and privacy, protected by the Service Provider.



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8.2. Conditions referring to the protection of personal data processed by Service Provider are specified in Privacy Policy

8.3. By creating the Customer Account on Service Provider's Portal and accepting these Terms and Conditions, the Customer orders receiving notification and messages concerning using the Employer Account or other services provided by the Service Provider at the e-mail address or phone number given in the Registration Form.

8.4. Concluding the agreement on providing services requires transferring the data of Candidates who:

- a) Applied for Jobs posted by the Customer within the scope of services provided by the Service Provider,
- b) gave the proper consent to make their data available for other employers (thereby for the Service Provider to share the data with the Service Provider's Customers).

8.5. Data concerning Candidates:

- a) will be made available for the Customer by the Service Provider and will involve: e-mail address, name, surname, date of birth, phone number, mother tongue, years of experience, profession in which the job is being looked for, knowledge of foreign languages, having a driving licence, data included in attached CV documents and certificates, messages to the employer, being interested in job offers with accommodation and/or with no qualifications required,
- b) Will not include specific categories of data
- c) Will be shared with the Customer only by means of Service Provider's Portals,
- d) Can be processed solely for the recruitment to the Job offered by Customer obtaining data from Service Provider's Portal becomes separate personal data administrator

8.6. While processing the personal data of the Candidate, the Customer shall obey all applicable data protection laws

8.7. The Customer shall inform the Candidate about obtaining his personal data in order to recruit him thereby carrying out his obligation

8.8. After finishing the recruitment process the Customer will delete data of the Customer which the Service Provider shared with him.

8.9. The Service Provider will inform the Customer in case of receiving from the Candidate a demand to execute Candidate's rights regarding his personal data including the case of demand to delete his personal data or withdraw the consent to process data effecting in the cessation of sharing Candidate's personal data on the Service Provider's Portal. Such cooperation aims to provide the correct execution of Candidate's rights regarding his personal data.

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8.10. The Service Provider and the Customer will cooperate in good faith in order to agree on and take actions necessary to correct execution of rights of Candidates. In case of a breach of personal data shared with the Customer, the Service Provider and the Customer will cooperate in order to alleviate or remedy results of such a breach.

### TERMINATION OF THE AGREEMENT

9.1. The agreement on providing services by electronic means can be terminated by either party.

9.2. The Customer has the right to terminate the agreement on providing services by electronic means by deleting the Employer Account. In order to do that the Customer shall send the e-mail message due to request to delete the Account.

9.3. The Service Provider has the right to terminate the agreement on providing services by electronic means, including deleting the Employer Account, with immediate effect, in following cases:

- a) The name used to create the Employer Account is already used on the Portal;
- b) Violation of the provisions of these Terms and Conditions by the Customer;
- c) becoming aware of the credible information that the name of the Account is contrary to legal regulations, principles of morality, violates personal interests or legitimate interests of the Service Provider;
- d) Posting by the Customer content contrary to legal regulations of the law;
- e) Using the Services by the Customer contrary to their purpose;
- f) Deleting the e-mail address which was used to create the Account by the Recipient,
- g) Becoming aware of the credible information that the Customer conducts his economic activities contrary to legal regulations, in particular provisions concerning employing recruitment.

9.4. The Service Provider will notify the Customer about termination of the agreement (if there is such technical possibility) no later than 3 days since the deletion of the Employer Account. The Employer is not entitled to any claims against the Service Provider for terminating the agreement and deleting the Employer Account.

9.5. The Service Provider reserves the right to refuse to provide Services to the Customer, including deleting his Account if it was created again after being deleted due to violating the Terms and Conditions of Use.

### THE FINAL PROVISIONS

10.1. These Terms and Conditions is valid in perpetuity.

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10.2. In case of changing any Service or appearing other important reasons, the Service Provider has the right to unilaterally amend these Terms and Conditions. Amendments shall come into force on the date of publishing changed Terms and Conditions on the Service Provider's Portal.

10.3. The Service Provider can notify the Customer about the changes by publishing the proper information on the Service Provider's Portal or via the e-mail message.

10.4. In case referred to in point 2 of this chapter, the Customer has the right to terminate the service via the e-mail without delay after being notified about changes in Terms and Conditions. If he does not do that, it shall be treated as he accepted changed Terms and Conditions.

10.5. The Terms and Conditions and the agreement on providing services by electronic means are governed by law.

10.6. Any disputes arising in connection with the Terms and Conditions of Use shall be settled by the court with jurisdiction

10.7. In all matters not regulated in these Terms and Conditions shall apply the provision of services by electronic means, the Act on the Protection of Personal Data and Regulations, Civil Code and other mandatory rules of the law.

10.8. Appendices to these Terms and Conditions of Use shall form an integral part.