

## Terms and conditions of use for applicants

Version of 21-04-2022

---

### DEFINITIONS

- **Service Provider's Portal:** provides the same Services displayed in different languages. The portal is available under Internisa.eu
- **Customer:** a legal person, an organizational entity 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 customer or in favor of the customer, by on his own behalf.
- **Registration Form:** the form filled by the user 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 recipient Account.
- **Employer Account, Customer Account:** customer 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.
- **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.
- **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.
- **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 of use for applicants

Version of **21-04-2022**

---

### GENERAL PROVISIONS

1.1. They specify:

- a) Rights and obligations of the service provider, users and recipients 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 servers of the service provider's portal makes Terms and Conditions available to users and recipients free of charge prior to the conclusion of the Service Agreement. The user and recipient are 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 user begins to use any service offered by the Service Provider which do not require registering or logging-in.

2.2.

- a) Correctly fill in the Registration Form (including all required forms) and to give the valid data,
- b) Accept the Terms and Conditions by selecting the proper button in the Registration Form
- 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) his data and his e-mail address 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,
- c) Accepts Terms and Conditions which means that he is familiar with their content and he agrees to comply with them.

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

## Terms and conditions of use for applicants

Version of **21-04-2022**

---

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

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

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

2.8. 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 user and recipient 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. The Service Provider reserves that using the services may involve the standard risk relating to using the internet network and therefore recommends to users and recipients taking appropriate steps to minimize such risk.

### 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;
- b) Sending out messages to Users and Recipients about technical, legal and transactional matters relating to the Services;
- c) Verifying the accuracy of users' registration data given in the process of creating the user and recipient Account. In case of providing the registration data factually incorrect, the Service Provider reserves the right to delete it without notifying them;
- d) Any modification of Services provided, tools and the way of the Portal functioning;

4.3. The Service Provider answers to orders of the user and recipient specified in these Terms and Conditions within 24 hours from the date of receiving them. If the order is

## Terms and conditions of use for applicants

Version of **21-04-2022**

---

requested on a bank holiday, the answers will be provided not later than up to the end of the first following working day.

### COMPLAINT PROCEDURE

5.1. The user and recipient have the right to file a complaint in the matters concerning Services realization.

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

5.3. A properly filed complaint should contain at least the following data:

- a) Designation of the user and recipient (full name, e-mail address),
- b) Indication of the Service which the complaint concerns,
- c) Object of complaint,
- d) Circumstances warranting the complaint.

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

5.5. Complaints should be filed.

5.6. The Service Provider shall make all the efforts to handle complaints within the period no longer than 14 days from receiving them from the user and recipient. 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.

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

### LIABILITY

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

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

6.3. 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 and recipient;
- b) Content posted by the user and recipient through services which is contrary to legal regulations or validating personal goods of third parties protected by the law;

## Terms and conditions of use for applicants

Version of **21-04-2022**

---

- c) Loss of data by the user and recipient 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) Users and Recipients providing false or incomplete data or information, including providing them while creating the Account,
- f) Violation of the provisions of these Terms and Conditions by the user and recipient.

6.4. The user and recipient shall bear sole liability for the content of the Job Ads posted by employers on the portal.

### PROTECTION OF PERSONAL DATA

7.1. Every user and recipient have the right to have their personal data and privacy, protected by the Service Provider.

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

### TERMINATION OF THE AGREEMENT

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

8.2. The user and recipient have the right to terminate the agreement on providing services by electronic means by deleting their Account. In order to do that the user and recipient shall send the e-mail message due to request to delete the Account.

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

- a) Violation of the provisions of these Terms and Conditions by the user and recipient;
- b) 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;
- c) Posting by the user and recipient content contrary to legal regulations of the law;
- d) Using the Services by the user and recipient contrary to their purpose;
- e) Deleting the e-mail address which was used to create the Account by the Recipient,

8.4. The Service Provider will notify the user and recipient about termination of the agreement (if there is such technical possibility) no later than 3 days since the deletion of the Account.

## Terms and conditions of use for applicants

Version of **21-04-2022**

---

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

### THE FINAL PROVISIONS

9.1. 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.

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

9.3. In case referred to in point 2 of this chapter, the user and recipient have 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.

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

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

9.6. 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.

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