

TERMS AND CONDITIONS OF THE WEBSITE WWW.AASRECRUITMENT.COM

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I. Introduction

1. General provisions

- 1.1. These Regulations define the general rules constituting the legal basis for using the Website <https://aasrecruitment.com>. Each User is obliged to comply with the provisions of these Regulations when taking steps to use the Website. By using the Website in any way, the User declares and confirms that he has read the content of these Regulations, accepts its provisions and undertakes to comply with them.
- 1.2. The administrator of the Website Page is AAS RECRUITMENT sp.z o.o., ul. Ferdynanda Focha 53/5, 42-200 Częstochowa (KRS: 0000255644) (hereinafter referred to as the Service Provider),
- 1.3. The Website may contain links referring to other websites. Web pages will open in the same or a new browser window. As these Regulations apply only to the Website, the User is obliged to read the regulations in force on the website to which the User has entered via the referring link. If in the above-mentioned in the regulations is not otherwise indicated, the Service Provider is not responsible for the content provided by these websites.

2. Definitions

- 2.1. **Conditions** and Terms means these Conditions and Terms for the provision of electronic services;
- 2.2. **Website** means the website available at <https://aasrecruitment.com>;
- 2.3. **Website services**: services indicated below, provided electronically as part of the Website by the Service Provider for the User:
 - a) **Website** or **Website Service** means a service provided electronically by the Service Provider to the User, consisting of sharing Materials or Partners, in particular containing information about events, services, products, and other elements important from the point of view of the Service Provider to implement the legitimate interest of the Service Provider, e.g. marketing and services of own or recommended by the Service Provider;
 - b) **Messenger**: a service constituting an additional communication tool, provided by the Service Provider via the Website, enabling contact with a Consultant to submit inquiries regarding job offers offered by the Service Provider;
 - c) **Form**: a service constituting an additional communication tool, provided by the Service Provider via the Website, enabling contact with the Service Provider to obtain an answer to the question (s) contained therein in the form of an e-mail or telephone.
- 2.4. **User** means any natural person using the Website or Website Services.
- 2.5. **Service Provider**: the entity indicated in section 1.2 above;
- 2.6. **Agreement**: an agreement for the provision of Website Services concluded between the Service Provider and the User;
- 2.7. **Materials**: texts, photos, graphics, charts, video materials, multimedia materials, etc., in particular constituting a work within the meaning of the Act on Copyright and Related Rights, which will be published or made available by the Service Provider on the Website;
- 2.8. **Partners**: entities belonging to the Exact Systems Group and all companies and other subsidiaries of the Service Provider and entities related to the Service Provider by capital or person, as well as subsidiaries by capital or personally related to other companies of the Exact Systems Group; this concept also covers future entities that will be created or taken over, or will be separated, or which will become capital or personally related to the Service Provider or other companies from the Exact Systems Group, the current list of which is available at <https://exactsystems.uk.com/capital-group>.
- 2.9. **Privacy Policy** means the Privacy Policy and the use of cookies on the Website, available at <https://exactsystems.com/gdpr>.

II. Rules for using the Services offered on the Website

1. What services does the Service Provider provide on the Website?

- a) Website service,
- b) Messenger Service,
- c) Form Service..

2. How is the contract for the provision of Services concluded and terminated?

- 2.1. Site Service

- a) The Agreement for the provision of the Website's Service is concluded between the Service Provider and the User at the time of the Website Regulations in the web browser.
 - b) The Agreement for the provision of the Website Services is terminated when the User closes the Website.
- 2.2. Messenger service
- a) It is possible to start using the Messenger service after accepting the Regulations on the home page.
 - b) In order for the Service Provider to provide the Messenger service, the User must, after starting the chat, send a message to the Service Provider with a question about the job offered by the Service Provider and / or the Capital Group and / or Partners.
 - c) The contract for the Messenger service is concluded for a definite period - from the moment you start the chat by clicking the "Start chat" icon, until you click the close chat icon, and then confirm that you want to close Live Chat by clicking the "Close chat" icon.

2.3. Form Service

- a) The contract for the provision of the Form service is concluded by sending data via the form available on the Website, after prior acceptance of these Regulations.
- b) The contract is terminated upon completion of the correspondence or telephone conversation, depending on the choice of the form of contact.

3. [How to accept the Regulations?](#)

- 3.1. The Regulations of the Website are accepted by the User by clicking the "Accept Regulations" icon.

4. [When can contracts for the Services be concluded and are the Services payable?](#)

- 4.1. The User may conclude all contracts for the Services at any time.
- 4.2. All Services available on the Website are free of charge.

5. [What technical requirements must the User meet in order to use the Services offered on the Website?](#)

- 5.1. To use the Website Services, the User needs:
- a) electronic equipment with an operating system that enables the launch of a web browser;
 - b) connection to the Internet;
 - c) a web browser;
 - d) other software required to use the selected Services.
- 5.2. Access and use of the Website is possible using the latest versions of web browsers of the following publishers: Microsoft, Apple, Google, Mozilla. The Service Provider does not guarantee the proper functioning of the Services in the case of using third-party web browsers and in the case of using older versions of browsers.
- 5.3. The Service Provider makes every effort to make the use of the Website possible for the User from all popular web browsers, operating systems, computer types, and types of Internet connections. However, the Service Provider does not guarantee and is not responsible for the fact that any combination of these factors allows the use of the Website or its elements.
- 5.4. Using the Website Services may be associated with a typical risk related to the use of the Internet, therefore the Service Provider recommends that the User take appropriate actions to minimize them. In particular, it is recommended that the User use anti-virus programs recommended for a given type of software.

6. [User's rights and obligations](#)

- 6.1. By using the Website Services, the User is obliged to comply with the law and the provisions of the Regulations, as well as the principles of social coexistence and good manners.
- 6.2. It is forbidden for the User to provide illegal content.
- 6.3. The Service Provider does not consent to the User transferring the rights related to the use of the Website and / or Services to third parties.
- 6.4. The User is obliged to comply with generally applicable laws and to respect the personal rights and intellectual property rights of the Service Provider, employees and associates of the Service Provider, Partners, other Users and third parties. The User may not post on the Website materials or content that will violate the law, personal or property rights of the above-mentioned persons or the intangible rights of the above-mentioned persons.
- 6.5. The User is obliged to use the Website and Services by their intended purpose and to refrain from any activity that could disrupt their proper functioning. Such activities will, in particular, be considered:
- a) posting or disseminating content containing any viruses, malware, worms, Trojan horses, harmful code, or other means that may damage the Website;

- b) automated use of the Website;
 - c) attempts to gain access to those elements of the Website that are not publicly available;
 - d) preventing or hindering the use of the Service Provider's Website Services, Partners or other Users;
 - e) posting content that the Service Provider did not expressly consent to, in particular advertisements and promotional materials of Users or other entities.
- 6.6. The Service Provider undertakes activities on an ongoing basis to ensure the proper functioning of the Website. In the event of errors in their functioning or technical problems in use, the User may inform the Service Provider about this fact by sending an email to the address marketing@exactsystems.com. The Service Provider will take steps to restore the proper functioning of the Website..
- 6.7. The Service Provider reserves the right to temporarily disable access to the Website or Services for checking, maintaining, updating or repairing it. The Service Provider will inform about disabling access to the Website or Services by means of an appropriate message on the Website, unless it is not possible to add such information for technical reasons. Users will not be entitled to any claims for damages related to the fact that the Website or Services will be temporarily unavailable.
- 6.8. The Service Provider reserves the right to provide commercial information regarding the activities of the Service Provider or Partners via the Website and Services.

7. Complaints procedure

- 7.1. The User, wishing to submit a complaint, should contact the Service Provider, preferably by sending an email to the following address: office.pl@exactsystems.com.
- 7.2. A correctly submitted complaint should contain at least the following data:
- a) first name and last name,
 - b) e-mail address,
 - c) the subject of the complaint,
 - d) circumstances justifying the complaint.
- 7.3. Complaints that do not contain the above data will not be considered by the Service Provider.
- 7.4. The Service Provider will respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.
- 7.5. The Service Provider reserves the right to extend the deadline - specified in point 7.4. above - by no more than 10 days, if the examination of the complaint requires unusual, special actions and arrangements or encounters obstacles independent and not attributable to the Service Provider (equipment failure, internet network failure, etc.). The Service Provider also stipulates that considering the complaint may require obtaining additional explanations from the User - the time of providing explanations by the User extends the period of examining the complaint each time.
- 7.6. The decision regarding the complaint will be forwarded to the User to the e-mail address provided by him.
- 7.7. When submitting a complaint regarding the quality of the Services provided, the User is obliged to do so with good manners and respect for the personal rights of the Service Provider and other people.

8. Responsibility of the Service Provider

- 8.1. The Service Provider's liability for non-performance or improper performance of the Service Agreement is limited to the actual losses documented by the User, excluding lost profits..
- 8.2. The service provider is not responsible for:
- a) interruptions in the proper functioning of the Website or Services and improper performance of the Services caused by force majeure or other factors beyond the control of the Service Provider;
 - b) consequences of the use of the User's data by third parties, if they obtained access to the data as a result of the User's actions or omissions;
 - c) damage caused by the User's breach of the provisions of the Regulations;
 - d) consequences of improper use of the Service by the User.
- 8.3. The Service Provider reserves that all content on the Website and the content provided as part of the Services provided is for informational or promotional purposes only and may not be treated in a legally binding manner between the Service Provider and the User, except for the Regulations, Privacy Policy and other content in which it was clearly indicated.

9. Protection of privacy and personal data

- 9.1. Each User has the right to protect his privacy by the Service Provider.
- 9.2. The rules regarding the processing of Users' personal data are contained in the Privacy Policy.
- 9.3. In the event of access to personal data, the User is obliged not to copy, share, modify or disseminate it, unless they obtain legal basis for this.
- 9.4. In the event of access to personal data, the User is obliged to counteract situations that could lead to the disclosure of personal data to unauthorized entities, immediately notify the Service Provider of the access obtained and provide all information necessary for the proper consideration of the case by the Service Provider, in particular enabling the actions blocking unauthorized access to data.

10. Intellectual property

- 10.1. The proprietary copyrights to the Website, logos, graphics and Materials posted on the Website or Services, in messages to Users sent by the Service Provider or entities acting on its behalf or with its consent, as well as to the arrangement and composition of these elements are vested in the Service Providers or Partners.
- 10.2. The User is not entitled to copy, distribute, reproduce, translate, adapt or modify any Materials or their fragments posted on the Website or Services by the Service Provider or persons acting on its behalf or with its consent, as well as in messages addressed to the User.
- 10.3. The User bears all responsibility for infringement of proprietary copyrights of the Service Provider, Partners or other entities.
- 10.4. The User is obliged to keep confidential all information provided to him by the Service Provider or other entities on the Website or Services, except for the information that:
 - a) have been made available to the public by the Service Provider or a person acting with his express consent,
 - b) were made available after prior express written or electronic consent by the Service Provider.

III. Final Provisions

1. The Regulations in their current wording shall enter into force on June 22, 2021.
2. The Service Provider reserves the right to amend the Regulations at any time for important reasons, in particular in the event of the following circumstances:
 - a) change of the provisions of generally applicable law;
 - b) the emergence of an obligation resulting from a legally valid court decision or decision of administrative bodies;
 - c) changes to the Website or Services resulting from security reasons;
 - d) introducing changes in the functioning of the Website or Service, including those related to technical and technological progress, organizational changes of the Service Provider or changes in the infrastructure used for the purposes of the Website or Services.
3. The User will be informed about the content of the changes to the Regulations or the discontinuation of a given Service when using the Website for the first time after the changes to the Regulations are introduced. The User will be obliged to accept the new Regulations in order to continue using the Website. Information about planned changes to the Regulations will be displayed on the Website 14 days before the change of the Regulations.
4. In the event of a planned closure of the Website or Service, Users will be informed about it by posting relevant information on the Website.
5. All disputes will be resolved according to Polish law.
6. In matters not covered by these Regulations and the Privacy Policy, the applicable provisions of Polish law shall apply.