

eRecruiter Application Trial Access Terms & Conditions

§1 DEFINITIONS

The terms used in these Terms & Conditions shall have the following meaning:

1. **Customer E-mail Address** – the e-mail address indicated by the Customer in the Trial Access Agreement available at www.eRecruiter.pl to which the Service Provider shall send all notices, representations, notifications, and other information related to the provision of the Trial Access Service and/or the Additional Services, including those related to Personal Data processing;
2. **Service Provider E-mail Address** – the Service Provider's e-mail address to which the Customer may send any and all notices and inquiries concerning the provision of the Trial Access Service and/or the Additional Services (including but not limited to those resulting from Appendix no. 1 to the Terms & Conditions): pomoc@erecruiter.pl;
3. **Agency** – an employment agency in the meaning of the Act on Promoting Employment and Labour Market Institutions of 20 April 2004 and a temporary employment agency in the meaning of the Act on Hiring Temporary Employees of 9 July 2003 that uses the eRecruiter Application for the purpose of recruitment processes to satisfy the personnel needs of third parties;
4. **Activation or eRecruiter Application Activation** – granting the Customer access to the eRecruiter Application through assigning the Customer an individual username and password by the Service Provider to access the Application;
5. **eRecruiter Application or Application** – an internet application owned by eRecruitment Solutions, available at <https://system.erecruiter.pl>, that allows the Customer to manage HR areas and processes using the functionalities available in the Application, and that allows the integration and automation of the processes with external applications;
6. **Application Form** – a functionality of the eRecruiter Application that makes it possible to add selection questions within the scope of conducted recruitment and add such questions to the recruitment ad in the form of a dedicated website;
7. **Candidate** – a natural person participating in the Customer's recruitment processes;
8. **Customer** – a legal person, an organisational unit without legal personality or a natural person conducting business activity that uses the services rendered by the Service Provider for the purpose of recruitment processes to satisfy its own personnel needs; for the purposes of these Terms & Conditions, this definition also applies to the Agency;
9. **Account** – a channel to access the eRecruiter Application with the username and password or without logging in at the access authorisation levels defined by the Customer for a natural person the Customer employs in any form, including on the basis of a civil law contract. The Customer may define authorisation levels including the following: Administrator, Recruiter, User, and Business User;

10. **Logos** – the trademarks, name (business name) or other designations of the Customer, used when using the eRecruiter Application for the purpose of the Trial Access Service and/or the Additional Services, provided to the Service Provider or uploaded by the Customer itself;
11. **Materials** – any and all materials and works within the meaning of the Copyright and Related Rights Act of 4 February 1994 (Journal of Laws of 1994 No. 24, item 83, as amended) including information, content, videos, photographs, animations or graphics used when using the eRecruiter Application for the purpose of the Trial Access Service and/or the Additional Services, provided to the Service Provider or uploaded by the Customer itself;
12. **Trial Period** – the period stipulated in these Terms & Conditions during which the Customer is granted trial access to the eRecruiter Application and/or the Additional Services for the purpose of learning about the manner of operation and functionalities of the Application;
13. **Software** – computer software owned by the Service Provider and constituting the basis for the operation of the eRecruiter Application, including source codes, graphics, HTML files, databases, and other software components required for the operation of the eRecruiter Application;
14. **Affiliate** – an entity identified by the Customer as authorised to use the Trial Access Service and/or the Additional Services that is the Customer's affiliated entity in the meaning of the Accounting Act of 29 September 1994 (Journal of Laws No. 121, item 591 as amended);
15. **Terms and Conditions** – these Terms and Conditions;
16. **Meetings Online** - a functionality of the eRecruiter Application that permits communicating with Candidates in real time without a simultaneous physical presence of the parties, using image, sound, and text;
17. **Trial Access Agreement** – the agreement concluded under these Terms & Conditions and using the registration form available at www.eRecruiter.pl, pursuant to which the Service Providers renders the Trial Access Service and/or the Additional Services for the Customer;
18. **Additional Services** – any and all services integral to the use of the eRecruiter Application, including, but not limited to, those listed in Appendix 1 to the Terms and Conditions, which may be provided to the Customer during the period of provision of the Trial Access Service;
19. **Trial Access Service** – a service performed in the SaaS (Software as a Service) model by eRecruitment Solutions for the Customer, consisting in granting the Customer free access to the eRecruiter Application, in a version agreed by the Parties and specified in Appendix 1 to the Terms and Conditions, so that the Customer can learn the manner of operation and functionalities of the Application;
20. **Service Provider or eRecruitment Solutions** – eRecruitment Solutions spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Prosta 68, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under the number KRS 0000282554, Tax Identification Number NIP: 5272541511;

§2 TRIAL ACCESS TO ERECRUITER APPLICATION

1. Under the terms stipulated in these Terms & Conditions, eRecruitment Solutions shall grant the Customer trial access to the eRecruiter Application for the purpose of learning the manner of its operation and its functionalities.
2. eRecruitment Solutions and the Customer may agree that the Customer will also have access to selected Additional Services during the Trial Period.
3. The Trial Period shall encompass 21 (twenty-one) days.
4. The condition necessary for using the trial access to the eRecruiter Application and/or the Additional Services shall be for a person authorised to represent the Customer to fill out the registration form available at www.eRecruiter.pl, providing the Customer's data, and approving all the provisions of these Terms & Conditions.
5. After meeting the conditions stipulated under sec. 4 of this clause the Service Provider shall perform the Activation of the eRecruiter Application and start the selected Additional Services. From the Activation date and throughout the Trial Period, the Customer shall be authorised to use the Application and the selected Additional Services under the terms stipulated in these Terms & Conditions.
6. eRecruitment Solutions reserves the right not to grant the Customer trail access to the eRecruiter Application and the selected Additional Services for convenience.
7. eRecruitment Solutions reserves the right to suspend temporarily the provision of the Trial Access Service and the Additional Services on account of maintenance works or activities connected with changing the properties or functionality of the Application. The Service Provider shall take the necessary measures to ensure that the maintenance works are conducted between 10 p.m. and 6 a.m.
8. Either Party shall be authorised to terminate the Trial Access Agreement with immediate effect in case of a gross breach of the provisions of these Terms & Conditions by the other Party. A gross breach of these Terms & Conditions by the Customer shall include in particular violating any provisions of §3 below.

§3 CUSTOMER'S RIGHTS AND OBLIGATIONS

1. The Customer shall be obligated to abide by these Terms & Conditions from the moment of taking the first action leading to using the eRecruiter Application and/or the Additional Services.
2. The Customer undertakes not to disclose the username and password to the eRecruiter Application to any third parties and not to grant them access to such username and password. The Customer shall be liable towards the Service Provider for any cases of unauthorised disclosure of the username and password to the eRecruiter Application to third parties and for the resulting losses incurred by the Service Provider or by third parties.
3. The Customer acknowledges that any and all copyright to the eRecruiter Application, the Software and to all of their elements which constitute works in the meaning of the Act on Copyright and Related Rights of 4 February 1994 shall be vested in eRecruitment Solutions without any restrictions with regard to third parties.
4. The Customer shall be entitled to use the eRecruiter Application, the Additional Services, the Software and any and all of their components exclusively to test the manner of operation of the Application and its functionalities. Such tests may only take the form of conducting recruitment processes to satisfy the Customer's own personnel needs.

5. Without the Service Provider's written consent, the Customer shall not be authorised to grant access to the eRecruiter Application, the Additional Services, and the Software or their components in any form to any persons other than those who have access to the eRecruiter Application via an Account. The Customer shall be liable towards the Service Provider for any cases of granting unauthorised access to the eRecruiter Application, the Software and their components to third parties and for the resulting losses incurred by the Service Provider or by third parties.
6. The Customer undertakes not to copy, duplicate or disseminate the eRecruiter Application, the Additional Services, the Software or any of their components in any form whatsoever and shall be held liable towards the Service Provider for their unauthorised dissemination or duplication and for the resulting losses incurred by the Service Provider or by third parties.
7. The Customer undertakes not to use the eRecruiter Application, the Additional Services, the Software or any of their elements for the purpose of developing, producing or marketing computer software in the form identical or similar to the eRecruiter Application and to refrain from acts or actions aimed in any way at infringing the copyright to the eRecruiter Application, the Additional Services, the Software or the components thereof vested in the Service Provider.
8. Using the Meetings Online functionality shall be subject to terms stipulated in Appendix no. 3 to these Terms & Conditions. The Customer confirms having familiarised itself with the content of Appendix no. 3 to these Terms of Conditions, acknowledges their provisions and undertakes to abide by them as from commencing the use of the Meetings Online functionality.
9. The Customer hereby guarantees not to undertake or perform (directly or indirectly) operations competitive in relation to the Service Provider or participate in any competitive entity as a partner in a partnership or as a member of the governing authorities of a corporation or participate in any other competitive legal person as a member of the governing authorities for a period of 2 years from being granted access to the eRecruiter Application.
10. If the Customer violates any of the obligations stipulated in this paragraph, the Customer shall pay the Service Provider liquidated damages in the amount of PLN 200,000.00 (say: two hundred thousand zlotys) per each instance of violation not later than within 14 days from the date of being summoned to do so by the Service Provider. The liquidated damages shall not prevent the Service Provider from pursuing compensation under general terms in exceeds of the amount of the reserved liquidated damages.
11. Should any third party raise claims against the Service Provider in connection with the use of the eRecruiter Application and/or the Additional Services by the Customer, including in particular in connection with a violation of §6 of these Terms & Conditions, the Customer undertakes to satisfy such claims without undue delay. Should any third party file a lawsuit against the Service Provider seeking the satisfaction of its claims stipulated in the preceding sentence, the Customer undertakes to substitute the Service Provider in the litigation or, should it prove impossible, intervene in support of the Service Provider. The aforementioned notwithstanding, the Customer undertakes to cover any and all losses incurred by the Service Provider as a result of the events described in this section.

§4 AFFILIATES

1. Under the terms stipulated in this paragraph, eRecruitment Solutions shall grant trial access to the eRecruiter Application to the Affiliates indicated by the Customer and make it possible for the Affiliates indicated by the

Customer to use the Additional Services in the scope not exceeding the scope of the Trial Access Service and the Additional Services rendered for the Customer.

2. Any and all provisions of these Terms & Conditions concerning the Customer shall apply accordingly to the Affiliates.
3. An updated list with the registration data of the Affiliates authorised to use the Trial Access Service and/or the Additional Services shall be delivered to the Service Provider by the Customer in writing or in electronic form at the latest upon granting the given Affiliate trial access. This provision shall apply accordingly in each case when the trial access is granted to a new Affiliate.
4. Using the eRecruiter Application and/or the Additional Services by an entity which the Customer did not identify as an Affiliate shall be treated by the Parties as granting unauthorised access to the eRecruiter Application in the meaning of §3.2 of these Terms & Conditions and the remaining provisions of this paragraph. In particular, §3.10 of these Terms & Conditions shall apply mutatis mutandis.
5. Upon delivering the Affiliate's registration data to the Service Provider by the Customer, the Affiliate shall conclude a Trial Access Agreement with the Service Provider under the terms set forth in sec. 1-2 of this clause. Amendments to the Trial Access Agreement shall become effective with respect to an Affiliate when an amending arrangement is concluded between the Service Provider and the Customer.
6. The Customer undertakes to ensure that each of the Affiliates grants the Customer a power of attorney to conclude for them and on their behalf the Trial Access Agreement and all arrangements amending the Trial Access Agreement and to make any representations required to provide the Application Trial Access Services and the selected Additional Services for them at the latest on delivering the given Affiliate's registration data to the Service Provider.
7. The Customer shall be liable towards the Services Provider for any and all actions and omissions of the Affiliates as if they were the Customer's own acts and omissions; that liability shall include, among other things, any losses caused to the Service Provider and/or to third parties as a result of such actions or omissions.
8. The Customer undertakes to ensure that the Affiliates comply with these Terms & Conditions and that they do not infringe them.
9. The Customer undertakes not to charge any the Affiliates with any remuneration in relation to providing the Trial Access Service and/or the Additional Services for them in accordance with the terms set forth in this clause.
10. The Customer shall be liable towards the Service Provider for any and all cases of unauthorised disclosure of the username and password to the eRecruiter Application as well as the eRecruiter Application as such, the Additional Services, the Software, and their components to third parties other than the Affiliates whose registration data were delivered to the Service Provider in accordance with §4.3 of this clause as well as for the resulting losses incurred by the Service Provider or by third parties in relation to the above cases of unauthorised disclosure.

§5 TECHNICAL REQUIREMENTS

1. A correct utilisation of the Trial Access Service and/or the Additional Services shall require:
 - 1) an Internet connection,

- 2) installing the latest version of an internet browser that permits displaying hypertext (HTML) documents on the computer screen, listed as one of the supported browsers,
 - 3) enabling cookies and JavaScript,
 - 4) absence of any installed browser plug-ins or extensions interfering with website content or modifying the communication between the browser and the eRecruiter Application server;
 - 5) absence of any installed programs interfering with the communication between the browser and the eRecruiter Application server;
2. The Service Provider shall not be held liable for the due technical condition or correct configuration of the hardware used by the Customer for the purpose of using the Trial Access Service and/or the Additional Services.
 3. The Customer shall be prohibited from delivering illegal content, including in particular content:
 - 1) of advertising nature, posted without the consent of the Service Provider,
 - 2) violating the personal rights of third parties,
 - 3) promoting committing an offence,
 - 4) containing obscenities.
 4. Should the Service Provider incur any loss due to the violation of the prohibitions stipulated under sec. 3 above by the Customer, the Customer shall be obligated to remedy such loss, including but not limited to reimbursing the Service Provider for any compensations paid to third parties.

§6 COPYRIGHT

1. The Customer warrants that the Customer shall retain the right to administer the Materials and Logos (including but not limited to the right to grant licenses or sublicenses) used within the scope of utilising the eRecruiter Application insofar as they are necessary to exercise the rights and perform the obligations arising from the Trial Access Agreement throughout the term of the Trial Access Agreement.
2. For the term of the Trial Access Agreement, the Customer grants eRecruitment Solutions a non-exclusive, free and territorially unrestricted license, including the right to grant sublicenses to those subcontractors of eRecruitment Solutions whose cooperation is required for the purpose of the Trial Access Service and/or the Additional Services, to use the Materials and Logos in the following fields of exploitation:
 - 1) Permanent and temporary recording and multiplying in permanent and temporary computer storage (including in particular on a hard drive, memory stick, RAM, ROM, browsing, caching) of desktop and portable (laptop) computers and mobile devices, computer network servers, databases, and on the internet;
 - 2) Public staging, display and playing (irrespective of the place of display and the means utilised) as well as granting public access so that anyone can access them at the time and place of their choosing, including but not limited to on the internet;
 - 3) Any forms of recording and copying preceding the achievement of the final form;
3. Should the Customer utilise the Materials or Logos on the basis of a license, the Parties shall understand granting the license as stipulated under sec. 2 of this clause as granting a sublicense.
4. Where the Materials contain an image of a natural person, his or her voice, name or surname, the Customer shall, not later than at the time of their transmission or use, represent that the Customer holds any and all consents necessary to record, disseminate and utilise personal images deployed in relation to the use of the eRecruiter

Application in the scope necessary for the performance of the Trial Access Agreement. The Client will make it possible for the natural person referred to in the previous sentence to read the notice on the processing of his or her personal data by eRecruitment Solutions, which is available in the Privacy Policy presented, among others, on the eRecruitment Solutions website and on the login screen of the eRecruiter Application.

§7 SPECIAL PROVISIONS

1. The provisions of this clause shall apply to the Trial Access Agreement concluded with a Customer who is a natural person, as stipulated in Article 38a of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827, as amended).
2. The Customer shall have the right to withdraw from the Trial Access Agreement within 14 days from the date of its execution, unless the Customer has placed an order with the Service Provider to begin providing the Trial Access Service and/or the Additional Services before the expiration of 14 days from the date of executing the Trial Access Agreement. A template of the Agreement Withdrawal Statement is available at: <https://go.erecruiter.pl/withdrawal-form>
3. The provisions of § 1 sec. 14, § 2 sec. 5, § 3 sec. 2 sentence 2, § 3 sec. 11, § 4, § 5 sec. 3, § 8 sec. 6 sentences 3 and 4, § 8 sec. 7, § 8 sec. 10 of these Terms & Conditions shall not apply.
4. The provision § 3 sec.5 sentence 2 of these Terms & Conditions shall have the following wording: "The Customer shall be liable to the Service Provider for any unauthorized third party access to the eRecruiter Application, the Additional Services, Software, and their components, as well as for resulting losses."
5. The provision § 3 sec. 6 sentence 2 of these Terms & Conditions shall have the following wording: *"The Customer undertakes not to copy, duplicate or distribute in any way the eRecruiter Application, the Additional Services, Software or any elements thereof and shall be liable to the Service Provider for any unauthorized distribution or duplication thereof as well as for resulting losses."*
6. § 8 sec. 3 of these Terms & Conditions shall have the following wording: *"Any and all amendments to these Terms & Conditions shall take effect at the start of the new Trial Period. The Customer shall have the right to object to such amendments by the end of the current Trial Period; such objection shall result in dissolving the Trial Access Agreement upon the expiration of the Trial Period. Failure to exercise the right referred to in the preceding sentence and by the time-limit stipulated therein shall entitle the Parties to extend the trial access to the eRecruiter Application for the next consecutive Trial Period under the terms set forth in the amended Terms & Conditions."*
7. § 1 sec. 1 of Appendix 2 (Data Processing Agreement) shall have the following wording: "Data Controller - means the Customer."
8. § 1 sec. 9 of Appendix 2 (Data Processing Agreement) shall have the following wording: "Customer - means the Customer as defined in the Terms and Conditions."
9. § 10 of Appendix 2 (Data Processing Agreement) shall have the following wording:
 1. The Customer shall be entitled to conduct a Processing Audit at any time.
 2. The Customer shall notify the Service Provider of its intention to conduct a Processing Audit at least 7 Business Days prior to the planned date of commencing the Processing Audit, except in the following cases: (i) the obligation to conduct a Processing Audit has been imposed by a Supervisory Authority or (ii) conducting a Processing Audit is necessary to clarify a Personal Data Breach. In such cases, the Parties shall agree the date of the Processing Audit on a case by case basis. The notification shall indicate the exact scope, date, and persons authorized by the Customer to carry out the Processing Audit and shall be sent to the Service Provider E-Mail Address.
 3. If according to the Audit Schedule conducting a Processing Audit is not possible within the time-limit stipulated by the Customer in the notification indicated under sec. 2 of this clause, including in particular on account of the

number of Processing Audits reported by other customers, the Service Provider shall notify the Customer of the first available date for conducting the Processing Audit. This provision shall not apply to cases of conducting Processing Audits as specified in paragraph 2 of this clause. The relevant information shall be sent to the Customer E-Mail Address.

4. Insofar as it relates to areas of Personal Data processing (e.g., the Service Provider's premises and IT systems), the Processing Audit shall not last longer than 3 Business Days, unless it proves necessary for the proper execution of the Processing Audit. In such a case, the Service Provider and the Customer shall agree on the maximum duration of the Processing Audit.

5. The Processing Audit shall be completed by both Parties signing the Processing Control report. The report shall contain conclusions from the Processing Audit and the scope of any potential changes to the processing of Personal Data by the Provider as agreed by both Parties.”

10. § 4 sec. 2 of the Meetings Online Functionality Terms that constitute Appendix 3 to the Terms & Conditions shall have the following wording: *"The Service Provider reserves the right to disable the Meeting Online functionality after first notifying the Customer on the eRecruiter Application login page of its intention to disable the functionality and setting a 7-day time-limit"*.

§8 MISCELLANEOUS

1. These Terms & Conditions shall enter into force on 26 June 2023
2. The Service Provider reserves the right to amend the provisions of these Terms & Conditions unilaterally. The Service Provider undertakes to inform the Customer about the changes made to the Customer E-mail Address or by posting the information in the eRecruiter Application.
3. Any and all amendments to these Terms & Conditions shall come into force at the time stipulated under sec. 7 of this clause or upon being posted in the eRecruiter Application. If the Customer was informed of amendments to these Terms & Conditions in both manners stipulated in the second sentence of sec. 2 above, the Parties shall consider the moment stipulated under sec. 7 of this paragraph as the date of the amendments to these Terms & Conditions entering into force.
4. The Customer may be granted trial access to the eRecruiter Application for another immediately consecutive Trial Period upon the prior consent of the Service Provider.
5. Failure to deactivate access to the Application after the lapse of the Trial Period by the Service Provider shall be tantamount to granting the Customer the consent stipulated under sec. 4 above.
6. The Parties decide that declarations of intent made by the Service Provider to the Customer with respect to performing the Trial Access Agreement, including with respect to Appendix no. 2 hereto, may take the electronic form and be sent to the Customer E-mail Address. The Customer undertakes to notify the Service Provider in writing of any change of the Customer E-mail Address not later than within 3 days. Any failure to comply with this obligation shall mean that any correspondence sent to the last provided Customer E-mail Address shall be deemed effectively served. The provision of sec. 7 below shall apply accordingly.
7. Any correspondence sent to the Customer E-mail Address shall be deemed effectively served by the Parties at the latest upon the confirmation of receiving the relevant message by the Customer's mail system.
8. The Customer shall be entitled to lodge complaints with respect to issues connected with providing the Trial Access Service and/or the Additional Services. Complaints shall be sent to the Service Provider E-Mail Address with the message title "reklamacja" [complaint] or in writing to the Service Provider's address.
9. eRecruitment Solutions and the Customer shall share the business data of their appointed representatives with each other, including in particular their names, surnames, e-mail addresses, contact phone numbers, and positions in the organization. Such disclosure shall be made on the basis of the legitimate interests of eRecruitment Solutions



and the Customer in the meaning of Article 6(1)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), consisting in the possibility of proper performance of the Trial Access Agreement by the Customer and eRecruitment Solutions and the exchange of information necessary for the performance and settlement of the Trial Access Agreement, including a survey of the Customer's satisfaction with the Trial Access Service and/or the Additional Services. Detailed terms regarding eRecruitment Solutions' processing of the personal data of the Customer's representatives are regulated in eRecruitment Solutions' privacy policy that is available, among others, at eRecruitment Solutions website and on the eRecruiter Application login screen.

10. Any disputes arising in connection with the application of the provisions of these Terms & Conditions shall be reviewed by a court territorially competent for the registered office of eRecruitment Solutions.
11. Any and all issues not regulated by these Terms & Conditions shall be governed by applicable laws, including in particular the Civil Code, the Act on Copyright and Related Rights, and the Personal Data Protection Act.

APPENDICES

Appendix no. 1 – [Functionalities of the eRecruiter Application and the List of the Additional Services](#)

Appendix no. 2 – [Data Processing Agreement](#)

Appendix no. 3 – [Meeting Online Functionality Terms](#)